

<i>SERFF Tracking Number:</i>	<i>HARL-126775726</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46564</i>
<i>Company Tracking Number:</i>	<i>IPD HL-21163</i>		
<i>TOI:</i>	<i>A02G Group Annuities - Deferred Non-variable</i>	<i>Sub-TOI:</i>	<i>A02G.003 Single Premium</i>
<i>Product Name:</i>	<i>Group Annuity Contract/Certificate</i>		
<i>Project Name/Number:</i>	<i>Lifetime Income Shares/HL-21163</i>		

Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: Group Annuity

SERFF Tr Num: HARL-126775726 State: Arkansas

Contract/Certificate

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed-Approved- Closed State Tr Num: 46564

Sub-TOI: A02G.003 Single Premium

Co Tr Num: IPD HL-21163

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Anthony DePaolis, Lindsay Cooper, Ginger Morgan, Joyce

Schiaffo, Tiffany Heist

Date Submitted: 08/20/2010

Disposition Date: 08/24/2010
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Lifetime Income Shares

Project Number: HL-21163

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/24/2010

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 08/24/2010

Deemer Date:

Created By: Ginger Morgan

Submitted By: Ginger Morgan

Corresponding Filing Tracking Number:

Filing Description:

The above referenced forms are enclosed for your review and approval. The forms are being filed for general use. The forms have been bracketed and the variable bracketed information is attached with this filing. We are also providing an actuarial memorandum for the Group Fixed Annuity Contract. The Group Fixed Annuity Contract, Group Fixed Annuity Certificate and Group Fixed Annuity Application forms are new and are not intended to replace any previously approved forms.

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HL-21163

Group Fixed Annuity Contract Form HL-21163 is a group annuity contract that provides a vehicle for an employer sponsored defined contribution plans to purchase fixed annuities for Plan participants using funds held on behalf of such participant in the Plan. These fixed annuities can be purchased either at the time of distribution from the Plan (referred to in the Contract Form as a "Distribution Annuity") or at a time when the funds are still held under the Plan (referred to as "Income Shares.") (The Income Share approach is similar to that provided in Contract Form HL-19933 (please see approval date below). The primary marketplace for this product is employer sponsored defined contribution plans which are qualified under section 401 of the Internal Revenue Code of 1986, as amended (the "Code"). However, we anticipate that this Contract Form also will be used in conjunction with employer sponsored deferred compensation plans subject to Code section 457, and potentially tax sheltered annuity programs under Code section 403(b), as well.

HL-21164

This Group Fixed Annuity Certificate is intended for issue in connection with the above referenced Group Annuity Contract. Typically, it will be issued to plan participants or beneficiaries of such participants to whom the plan has distributed an Income Share annuity, but who have not yet elected to start periodic payments. The Certificate provides a traditional fixed deferred annuity.

HL-21165(AR)

The Group Fixed Annuity Application: we currently anticipate that this form will be used exclusively with the above referenced Group Fixed Annuity Contract.

In addition to the above forms that we are submitting to you for your review and approval, we also wish to extend the use of the following previously filed and approved forms for use with Contract Form HL-21163:

FORM #	DESCRIPTION	APPROVAL DATE
HL-19933	Group Annuity Contract	08-08-06
HL-19913	Active Life Certificate	08-08-06
HL-19934	Active Life Certificate	08-08-06
HL-19790	In-pay Certificate	11/07/05
HL-19789	Distribution Annuity Delayed Start Certificate	11/07/05
HL-17395	Delayed Start Rider	07/02/02

If you have any questions/comments, please do not hesitate to contact me or Joyce Schiaffo (860) 843-7708, if we may be of any assistance. Thank you for your attention to this matter and we look forward to a favorable response.

Sincerely,

SERFF Tracking Number: HARL-126775726 State: Arkansas
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Product Name: Group Annuity Contract/Certificate
Project Name/Number: Lifetime Income Shares/HL-21163

Anthony DePaolis
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Company and Contact

Filing Contact Information

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860-843-8014 [FAX]

Filing Company Information

Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089
(860) 547-5000 ext. [Phone]
CoCode: 88072
Group Code: 91
Group Name:
FEIN Number: 06-0974148
State of Domicile: Connecticut
Company Type: Life
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: \$50.00 per form =\$150.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life Insurance Company	\$150.00	08/20/2010	38916949

SERFF Tracking Number: HARL-126775726 State: Arkansas
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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: Group Annuity Contract/Certificate
Project Name/Number: Lifetime Income Shares/HL-21163

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/24/2010	08/24/2010

<i>SERFF Tracking Number:</i>	<i>HARL-126775726</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Group Annuity Contract/Certificate</i>		
<i>Project Name/Number:</i>	<i>Lifetime Income Shares/HL-21163</i>		

Disposition

Disposition Date: 08/24/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-126775726 State: Arkansas

Filing Company: Hartford Life Insurance Company State Tracking Number: 46564

Company Tracking Number: IPD HL-21163

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium

Product Name: Group Annuity Contract/Certificate

Project Name/Number: Lifetime Income Shares/HL-21163

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	No	
Supporting Document	Life & Annuity - Acturial Memo	No	
Supporting Document	Statement of Variables	Yes	
Form	Group Annuity Contract	Yes	
Form	Group Annuity Certificate	Yes	
Form	Group Annuity Application	Yes	

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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium

Product Name: Group Annuity Contract/Certificate

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Form Schedule

Lead Form Number: HL-21163

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	HL-21163	Policy/Cont Group Annuity ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	HL-21163 Income Share Dist Ann K 081710.pdf
	HL-21164	Certificate Group Annuity Certificate	Initial		0.000	HL-21164 Income Share def cert 081710.pdf
	HL-21165(AR)	Application/ Group Annuity Enrollment Application Form	Initial		0.000	HL-21165(AR) application.pdf



Group Annuity Contract

Providing for the Purchase and Distribution of Income Shares and Distribution Annuities

This Contract is made by **HARTFORD LIFE INSURANCE COMPANY**, a stock insurance company, (the "Hartford Life") and [XYZ Bank and Trust as Trustee of ABC Company's Investment and Savings Plan^{Var 1}] (the "Holder" of this Contract). As of [October 1, 2010^{Var 1}] (the "Effective Date"), Hartford Life has assigned this Contract the number [LIS000999^{Var 1}]. The terms "we", "us" and "our", when used in this Contract, refer to Hartford Life.

The Holder of this Contract may authorize the purchase of Annuities, as provided or permitted herein, for or on behalf of Participants in the Plan:

- (1) as Plan Participants contribute or transfer amounts to the Plan's Hartford Lifetime Income Share option (if such option is available as an investment option in the Plan); and
- (2) as a single premium purchase at the time a distribution is to be made from the Plan for or on behalf of a Plan Participant.

This Contract is issued in consideration of the application of the Holder. The application and this Contract [and any riders issued in connection with this Contract^{Var 2}] constitute the entire contract. This Contract is subject to the laws of [Connecticut^{Var 2A}].

In Witness Whereof, HARTFORD LIFE INSURANCE COMPANY located at [200 Hopmeadow Street, Simsbury, Connecticut, 06089^{Var 3}] has, by its President and Secretary, executed this Contract as of December 16, 2010^{Var 1}] (the "Issue Date") and caused the same to be in full force as of its Effective Date.

HARTFORD LIFE INSURANCE COMPANY

By: [

David N. Levenson, President

Donald C. Hunt, Secretary

Var 4]

*Group Contract
Fixed Annuities
Non-Participating*

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6. PROVISIONS PERTAINING TO GENERAL MATTERS	[16 ^{Var 5}]

ATTACHED TO THE CONTRACT:

[DELAYED START RIDER ^{Var 6}]

COPY OF APPLICATION

SECTION 1 - Definitions

"*Annuitant*" is an individual with respect to whom an Annuity is purchased under this Contract.

"*Annuity*" is a series of income payments starting on the Beginning Date and any ancillary benefits. Subject to the terms and limitations of the Plan and this Contract, all rights in such an Annuity vest in the Annuitant. No Annuity may be cancelled or revoked by us, except as explicitly provided herein.

"*Annuity Certificate*" is the certificate we issue, for distribution to an Annuitant, describing the specific terms of the Annuity that will be paid. Annuity Certificates are issued at the time of purchase of a Distribution Annuity and, with respect to an Income Shares Annuity, at such times as are described herein or as agreed to with the Holder. If the Annuity Certificate that is issued provides for payments to start at a later date, a revised Annuity Certificate will be issued as of the actual Beginning Date to describe the terms of the Annuity payment form.

"*Beginning Date*," with respect to each Annuity, is the date the first payment is due under an Annuity.

"*Beneficiary*" is the person or persons or other entity named to receive death benefits that may become payable under the terms of the Annuity or the Plan. The "*Beneficiary*", prior to the distribution by the Plan of an Annuity Certificate, is the person determined to be the beneficiary of a Participant under the Plan. Provisions for Beneficiary designation after distribution of an Annuity Certificate are described in Section 6.2.

"*Cash-Out Value*" is the amount payable to or for the benefit of an Annuitant upon the cancellation or surrender of Income Shares. The Cash-Out Value is determined as described in Section 2.[7 ^{Var 6A}].

"*Code*" is the Internal Revenue Code of [1986, as amended ^{Var 7}].

["*Coverage Certificate*" is the certificate or certification we provide or authorize attesting that a Participant has elected to purchase Income Shares under this Contract. ^{Var 8}]

"*Delayed Start Rider*" is a Rider that may be added to this Contract to provide for Distribution Annuities with payments to start more than [one year ^{Var 9}] following the Purchase Date.

"*Distribution Annuity*" is a single premium Annuity purchased at the time an in-kind distribution is to be made from the Plan to or on behalf of a Participant. Section 3 of this Contract describes provisions that are specific to Distribution Annuities. Unless we agree otherwise, the Beginning Date for a Distribution Annuity is within [one year ^{Var 9}] of the Purchase Date.

["*Domestic Relations Order*" is an order or similar agreement that would satisfy the requirements of Code §414(p)(1), (2) and (3), and that, by its terms, applies to an Annuity under this Contract. ^{Var 10}]

["*ERISA*" is the Employee Retirement Income Security Act of 1974, as amended. . ^{Var 10A}]

"*Employer*" is [any corporation or other entity that sponsors the Plan for the benefit of its employees and any affiliated entity with employees covered by the Plan or any successor or assigns of such Plan sponsor or affiliated entity ^{Var 11}].

[*“Guaranteed Return”* is a minimum amount that will be paid under certain forms of Annuity payment.

Guaranteed Return, if applicable, for an Income Share Annuity payment form related to a Participant is the Cash-Out Value the Participant could have elected as of the Beginning Date in lieu of income payments.

Guaranteed Return, if applicable, for an Income Share Annuity payable to a Beneficiary upon the death of the Participant prior to the commencement of annuity payments is the Cash-Out Value the Beneficiary could have received as a standard lump sum death benefit in lieu of the alternate Annuity death benefit described in Section 2.5.

Guaranteed Return, if applicable, for a Distribution Annuity, is the premium paid for the Distribution Annuity, without interest. ^{Var 12}]

“Holder” is the holder of this Contract, named on the face page.

“Income Share” is a fixed dollar amount of Annuity income purchased under this Contract on the life of an Annuitant starting at a specified age, and with the ancillary benefits, terms and conditions specified in this Contract. Income Shares are purchased as Participants contribute or transfer amounts to the Plan’s Income Share option. A Participant’s total Income Shares is the sum of the Income Shares that have been purchased for the Participant to the extent not cancelled or surrendered in accordance with the terms of this Contract. Section 2 describes provisions of this Contract that are specific to Income Shares.

“Joint Annuitant” is the person named in an Annuity Certificate, with respect to whom life contingent benefits may be payable under the terms of the Annuity upon the death of the Annuitant. [Unless we otherwise agree, a Joint Annuitant must be the Spouse of an Employee Participant. ^{Var 13}]

“Participant” is [any employee or former employee of an Employer, or other person deriving their rights from such employee, who has an account balance under a Plan or holds an Annuity Certificate under the Contract. An *“Employee Participant”* describes a Participant who contributed to the Plan as an employee. ^{Var 14}]

“Plan” is [ABC Company Investment and Savings Plan ^{Var 1}], which is [a plan qualified under Code §401(a). ^{Var 15}] We are not a party to the Plan and make no determination as to a Participant’s eligibility for the purchase of Income Shares or a Distribution Annuity under this Contract.

“Purchase Date” is the day we or our agent receives the premium to purchase an Annuity.

[*“Spouse”* is the person married to an Employee Participant, as determined by the Plan and applicable law, on the earlier of the actual Beginning Date or the date the Annuitant dies; but, if the Plan so provides, only if they have been married for at least the twelve months prior to the applicable date. “Spouse” may include an Employee Participant’s former spouse, if an applicable Domestic Relations Order so specifies. Notwithstanding the forgoing, to the extent that a benefit is available to a Spouse or a contractual provision is limited to a Spouse as required by, or pursuant to, a federal law, a spouse under applicable law will not be treated as a “Spouse” under this Contract if such marriage is not recognized under federal law, either under the Code or Section 3 of the federal Defense of Marriage Act. ^{Var 16}]

SECTION 2 – Income Shares

2.1. Income Share Purchase Rules.

2.1.1 Purchase Rules. Prior to discontinuance of this Contract and subject to Section 2.1.5, [a Participant may direct the Holder to purchase ^{Var 17}] Income Shares by directing that amounts held for his or her benefit under a Plan be allocated to the Hartford Lifetime Income option under the Plan and applied to purchase Income Shares under this Contract. Unless otherwise agreed with the Holder, all Income Shares are purchased in the form described in Section 2.3.1 below.

2.1.2 [Age 70 Limitation. We are not obligated to permit the purchase of an Annuity for a Participant after the January 1st preceding the Participant's 70th birthday. We may require that payments under each Annuity start as of a date that is specified by us that is on or after the January 1st preceding the Annuitant's 70th birthday. Notwithstanding the foregoing, we may permit an Annuity start to be delayed beyond the date specified above; provided that such delay is consistent with the then applicable requirements of Code section 401(a)(9) and the regulations thereunder. ^{Var 18}]

2.1.3 Source of Premium. The total premium applied to purchase Income Shares under this Contract must be paid in cash from amounts held for a Participant under the Plan.

2.1.4 Minimums and Maximums. We may establish reasonable rules as to the minimum Income Shares which may be purchased; provided however that such rules will be administered in a manner that is consistent with the Plan and any legal requirements applicable to the Plan. [The amount of premium which may be applied to purchase Income Shares for a Participant is not fixed, provided that our approval may be required before any premium in excess of \$1,000,000 is submitted. ^{Var 19}]

2.1.5 Purchase Timing Limitations. If the purchase direction in 2.1.1 is a transfer from another available investment facility under the Plan, such purchase will not be made if, within the previous [90 ^{Var 20}] days, the Participant had requested a surrender of all or any specified portion of the Income Shares previously purchased on his life under the Contract.

2.2. Income Shares Purchase Rates.

2.2.1 Current Rates Used. The number of Income Shares purchased is determined by applying our purchase rates, in effect for purchasing Income Shares under this class of contract on the Purchase Date, as premium for the Income Shares. Such rate shall be subject to the minimum purchase rate basis described in [Section 4.1.3 ^{Var 21}]. If, when Income Shares are purchased, our current Annuity purchase rate basis for purchasing Income Shares under this class of contracts would allow for purchase of a larger number of Income Shares than the minimum purchase rate basis, such current basis is used as the current purchase rate.

[2.2.2 Minimum Purchase Rate Basis. The minimum purchase rate basis in effect for Income Share Annuity purchases under this Contract on the Effective Date uses a Unisex version of the Annuity 2000 Table, with projection factors, and an assumed interest rate not less than the

minimum non-forfeiture rate specified in the NAIC Model Non-forfeiture Law for Individual Deferred Annuities.^{Var 22}]

2.3 Income Share Purchased Form and Beginning Date.

2.3.1 Purchase Form. Unless we otherwise agree, all Income Shares purchased under this Contract provide \$10 of monthly [Life Annuity with Guaranteed Return per Income Share, all as described herein. This form provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing through his lifetime. If the total Annuity payments made to the Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum^{Var 22}]. Options available for conversion to another form at the actual Beginning Date are described in Section 2.[9^{Var 6A}].4.

2.3.2 Assumed Beginning Date. Unless we otherwise agree, the purchase assumes a Beginning Date which is [the first day of the month on or after the Annuitant's 65th birthday^{Var 25}]. Options available for election of an actual Beginning Date are described in Section 2.[9^{Var 6A}].2.

2.4 Income Share Death Benefits.

2.4.1 Amount of Benefit. Prior to the Beginning Date, the standard Income Share death benefit under this Contract is a lump sum equal to the Cash-Out Value, [unless the alternate Annuity death benefit, described in Section 2.5 below, is elected within 90 days of the death of the Participant, or such later date as may be permitted at our discretion^{Var 26}]. After the Beginning Date, the death benefit, if any, is determined under the Annuity form selected at the actual Beginning Date.

2.4.2 Payment of Lump Sum Death Benefits. Prior to the distribution of an Annuity Certificate from the Plan, any lump sum death benefit payable with respect to Income Shares under this Contract is distributed in accordance with the direction of the Plan or its agent. Our obligation under this Contract for such Income Shares is fully discharged by such lump sum payment.

[2.4.3 Effect of Domestic Relations Order. The alternate Annuity death benefit described in Section 2.5 is available upon the death of a Participant who is an alternate payee who has Income Shares that were converted from the life of an Employee Participant to his or her life pursuant to a Domestic Relations Order.^{Var 10}]

[[2.5 Alternative Income Share Death Benefit.

2.5.1 Form of Alternative Benefit. The alternative Income Share death benefit is determined by converting the Income Shares on the life of the deceased Participant into Income Shares on the life [of the Beneficiary^{Var 27A}]. Such Income Shares are subject to all of the terms of this contract except:

- (a) **Beginning Date.** The Beginning Date must be the date [selected by the Beneficiary or representative of the Beneficiary in accordance with the following terms:
 - (i) **Non-Spouse Beneficiary.** If the Beneficiary is not the Employee Participant's Spouse, Annuity payments must begin immediately and in no event later than December 1 of the year following the death of the Employee Participant.

(ii) **Spouse Beneficiary.** If the Beneficiary is the Employee Participant's Spouse, the Beneficiary may elect a current Beginning Date or may defer the Beginning Date to any date prior to the later of the Employee Participant's 70th birthday or December 1 of the year following the Employee Participant's death.^{Var 27B]}

- (b) **No Surrender.** Section 2.[7^{Var 6A]} does not apply to the alternative Income Share death benefit. The alternative Income Share death benefit has no surrender value and is irrevocable, except as specifically provided in Section 2.5.2.^{Var 27C]}
- (c) **Available Payment Form.** The Income Shares shall be payable [to the Beneficiary^{Var 27A]} in the form of a [Life Annuity with Guaranteed Return^{Var 27D]} or such other forms based on the Beneficiary's life as we agree to make available. Payment in the Joint and Survivor annuity form is not permitted.

2.5.2 Election of Alternative Benefit. [An Employee Participant may elect that any death benefit be paid in the alternative form to any natural person Beneficiary, provided that any such election may be revoked by the Employee Participant or, after the death of the Employee Participant, by the Beneficiary; provided that we receive such revocation in writing within 90 days of the death of the Employee Participant. Additionally, a Beneficiary or authorized representative of a Beneficiary may elect the alternative Income Share death benefit by providing us with a written irrevocable election within 90 days of the death of the Employee Participant or such later date as permitted by our administrative practices.^{Var 27E]} Promptly after our receipt of an election form in good order, we will distribute an Annuity Certificate [to the Beneficiary^{Var 27A]}, reflecting the terms of the alternate Income Share death benefit.

2.5.3 Limits on Availability. The alternative Income Share death benefit is not available:

- (a) [If the lump sum Cash-Out Value that would otherwise be paid as a standard Income Share death benefit is \$5,000 or less;
- (b) After the actual Beginning Date for any Income Shares; or
- (c) To a Beneficiary that is not a natural person.^{Var 27F]}

2.5.4 Full Discharge. If no election is received by us, in good order, [within the 90 day period^{Var 27E]} specified in Section 2.5.2 we may pay the lump sum Income Share death benefit described in Section 2.4.1. Such payment shall fully discharge our liability with respect to such Income Shares.^{Var 27]}

[2.6 Spouse's Minimum Annuity.

2.6.1 Minimum Annuity Amount. When an Annuity Certificate is distributed to an Employee Participant prior to such Participant's election of a Beginning Date, the Annuity Certificate shall include the Spouse's minimum Annuity benefit described below. If an Employee Participant dies before the Beginning Date, a Life Annuity will be paid to a Spouse who is also the Beneficiary, in lieu of any other death benefit. The amount of this Spouse's minimum Annuity is the greater of the Annuity that could be purchased with the lump sum death benefit otherwise payable to such Spouse under Section 2.4, or 50% of the amount that would have been paid to the Employee Participant had a Joint Annuity with 50% continuation been elected with Annuity payments beginning on the day prior to such Participant's death.

2.6.2 Spouse's Beginning Date. A Spouse's minimum Annuity starts as of the first of the month after the Participant's death. A Spouse may elect to delay the Beginning Date to any date prior to the latest Beginning Date permitted under Section 2.1.2. If such an election is made, the Annuity payments are actuarially increased as described in the Annuity Certificate or as we otherwise determine, consistent with our standard practices. ^{Var 28]}

2.[7 ^{Var 6A]} Surrenders

2.[7 ^{Var 6A]}.1 Right to Surrender. [Prior to the distribution of an Annuity Certificate, a Participant may elect to surrender all or any specified portion of the Income Shares previously purchased on his life under this Contract and transfer such amount to any other available investment facility under the Plan. If the Income Shares remaining after a partial surrender is less than a minimum amount we may establish from time to time, we may require the total surrender of the remaining Income Shares. Such surrenders will be administered in a manner that is consistent with the Plan and any legal requirements applicable to the Plan. We may require a written direction from an Annuitant prior to honoring any such surrender request. ^{Var 29]}

2.[7 ^{Var 6A]}.2 Surrender by Holder. The Holder may request a surrender with respect to Income Shares purchased for Employee Participants who terminate employment prior to full vesting or who are not fully vested as of the effective date of a Contract Discontinuance, but only with respect to Income Shares that the Plan determines are not vested. Otherwise, the Holder may request a surrender, without explicit Participant authorization, only to pay a proportionate amount of any Plan expenses paid from Participants' Plan account balances; to make mandatory distributions permitted by Code §411(a)(11); or to make such other distributions that are required or necessary to satisfy Code requirements applicable to the Plan.

[[2.[7 ^{Var 6A]}.3 Surrender of Annuity Certificate. An Annuitant who has received the distribution of an Annuity Certificate with respect to Income Shares from the Plan may elect to receive the Cash-Out Value of such Income Shares at any point up to the later of 30 days following the distribution of the Annuity Certificate and the Annuitant's actual Beginning Date. ^{Var 30]]}

2.[7 ^{Var 6A]}.4 Computation of Cash-Out Value. The Cash-Out Value paid equals [[the lesser of (a) and (b):

((a) [the premium ^{Var 31A]} we would currently charge to provide an Annuity equal to the Annuity amount being surrendered, using the[then attained age] of the Annuitant; provided,

.(i) If we are not currently offering Income Shares under this Contract or other contracts in the same class, this item (a) is [a calculated premium ^{Var 31B]} that would provide an Annuity equal to the Annuity amount being surrendered, using the then attained age of the Annuitant and based on a Unisex version of the Annuity 2000 Table, with projection factors, and an assumed interest rate not less than the minimum non-forfeiture rate specified in the NAIC Model Non-forfeiture Law for Individual Deferred Annuities.

(ii) If determining the amount of the standard Income Share death benefit under Section 2.4.1, the calculation of this item (a) will be made using the age the Annuitant would have attained as of the date the lump sum is to be paid to the Beneficiary.

(b) the premiums paid for a Participant's Income Shares, with [3 ^{Var 31C]}% interest compounded daily; provided, if a surrender of all or any portion of the Income Shares has been previously

made, this item (b) is reduced by the Cash-Out Value paid as of the payment date of such surrendered Income Shares. ^{Var 31}]]

2.[7 ^{Var 6A}].5 Deferral of Cash-Out. We may defer the payment of the Cash-Out Value for a period [not to exceed 90 days ^{Var 32}]; provided such deferral is applied on a consistent basis when there are similar circumstances under this Contract and under other contracts of this class.

2.[8 ^{Var 6A}] [Coverage Certificates and ^{Var 33}] Annuity Certificates.

[[2.[8 ^{Var 6A}].1 Coverage Certificate. We may issue or authorize the issuance of a Coverage Certificate to each Participant for whom an Income Shares account is maintained, reflecting the Income Shares purchased for such Participant. ^{Var 33}]]

2.[8 ^{Var 6A}].[2 ^{Var 6A}] Annuity Certificate. Annuity Certificates are normally issued when a Participant receives an in-kind distribution of his Income Shares, with a replacement Annuity Certificate being issued as of an Annuitant's Beginning Date. The Certificate shall reflect all applicable provisions of the Plan regarding payment of such Income Shares, to the extent such provisions are required by the Code.

2.[8 ^{Var 6A}].3 Small Income Share Amounts. If, when an Annuity Certificate would otherwise be distributed, the total monthly income derived from the Income Shares income purchased for the Participant is [less than a minimum amount as we may determine on a nondiscriminatory basis, ^{Var 34}] then we may cancel such Annuity and pay the Annuitant the Cash-Out Value as determined under Section 2.[7 ^{Var 6A}].4.

[[2.[8 ^{Var 6A}].4 Exchanges. An Annuity Certificate does not permit the purchase of additional Income Shares. An Annuitant to whom an Income Share Annuity Certificate has been issued may, prior to the actual Beginning Date, and with our consent, exchange his Annuity Certificate for an individual annuity contract we issue. Such contract shall reflect the Income Shares purchased under this Contract including all provisions of the Annuity Certificate, and may permit additional Annuity purchases. [Any such exchange by a married Annuitant also may only be made with the written consent of his Spouse. ^{Var 35A}] ^{Var 35}]]

2.[9 ^{Var 6A}] Starting the Annuity Payments.

2.[9 ^{Var 6A}].1 Incomes Shares Administrative Practice. Subject to the terms and limitations of the Plan and of this Contract, [a Participant ^{Var 36}] may make any elections specified in this Section, in accordance with our then current administrative practices.

2.[9 ^{Var 6A}].2 Change to Beginning Date for Income Shares. [[The Annuitant may elect to begin receiving Annuity payments as of the first day of any month after the distribution by the Plan of an Annuity Certificate, provided that the election is made within 90 days prior to the Beginning Date];and further provided that if the Annuity Certificate is issued prior to the occurrence of an event permitting a distribution from the Plan under Code § 401(k)(2)((B), income payments can not start until the occurrence of a distributable event described in Code § 401(k)(2)(B)(I), (II), (III), (IV), or (V), or as may otherwise be permitted under the Code or the regulations thereunder, by amendment or otherwise ^{Var 36b}]. ^{Var 36a}]] If no election is made, we may require that payments start as the first day of any month specified by us that is on or after the January 1st preceding the Annuitant's 70th Birthday. The Beginning Date may not be deferred to a date later than the date specified in Code §401(a)(9)(C)(i); except to the extent that we agree to allow deferral pursuant

to Section 2.1.2 hereof, and such deferral is consistent with the then applicable requirements of Code section 401(a)(9) and the regulations thereunder.^{Var 37]}

2.[9^{Var 6A}].3 Available Forms of Annuity Payment. Income Shares are paid as a [**Life Annuity with Guaranteed Return** or as a **Joint and Survivor Annuity with Guaranteed Return**^{Var 38]}, as applicable, or, with our agreement, on another Annuity form. Annuity forms are described in Section 4.2. We reserve the right to limit the Joint Annuitant to the Spouse of the Employee Participant.

2.[9^{Var 6A}].4 Income Shares Election of Form. The form to be paid is, as elected by the Annuitant and starting on the Beginning Date elected, as follows:

[(a)) For an Employee Participant who has a Spouse, in any form of a **Joint and Survivor Annuity with Guaranteed Return** with such Spouse as the Joint Annuitant, unless the Spouse has consented to payment to the Annuitant in another form;

(b) Otherwise, as a **Life Annuity with Guaranteed Return** or such other Annuity form as we may agree to offer;

(c) Notwithstanding anything to the contrary, if a Beneficiary elects the alternate Annuity Share death benefit described in Section 2.5, a Joint and Survivor annuity benefit form is not permitted.
^{Var 38]}

2.[9^{Var 6A}].5 Spousal Consent Requirements - Form of Annuity. The consent of any Spouse required under Section 2.[9].4 must be acknowledged by a notary public, in a form acceptable to us, within the 90 day period prior to the Beginning Date. We may accept the Annuitant's certification of his marital status during the 90 day period prior to the Beginning Date.^{Var 39]}

2.[9^{Var 6A}].6 Actuarial Adjustments. We will adjust the Income Shares payment amount from the purchased Annuity form to reflect the actual Beginning Date and form of Annuity chosen. The adjustment will be based on the actuarial adjustment factors [in effect for Income Shares under this class of contracts on the date an Annuitant irrevocably elects to receive Annuity payments. Such factors are determined using the same actuarial assumptions used in determining the then current Annuity purchase rates as determined under Section 2.2.1.^{Var 40]}

2.[9^{Var 6A}].7 No Revocation. Except as provided in Section 2.[7^{Var 6A}].3 or Section 6.[8^{Var 6A}].1, elections with respect to Income Shares Annuity payments may not be revoked after the Beginning Date. Neither the form of Annuity, nor a Joint Annuitant may be changed after the Beginning Date.

SECTION 3-Distribution Annuities

3.1 Annuity Purchase Rules.

3.1.1 Purchase Rules. Prior to discontinuance of this Contract, the Holder may purchase a Distribution Annuity for a Participant or other person entitled to a benefit under the Plan by

directing the Plan's trustee or other plan agent to transfer the single premium to us to be applied to purchase a Distribution Annuity under this Contract.

3.1.2. Purchase Amounts. The total premium applied to purchase a Distribution Annuity under this Contract must be paid in cash [and must total at least \$10,000 ^{Var 41}]. The amount of premium which may be applied to purchase a Distribution Annuity is not otherwise fixed[, provided that our approval may be required before any premium in excess of \$1,000,000 is submitted for any Distribution Annuity ^{Var 42}].

3.2 Establishing the Distribution Annuity.

3.2.1 Application of Premium. The premium is applied to purchase the Distribution Annuity on the Purchase Date.

3.2.2. No Revocation. Except as provided in Section 6.[8 ^{Var 6A}].1, a Distribution Annuity may not be revoked on or after the Beginning Date. Neither the form of annuity nor a Joint Annuitant may be changed after the Beginning Date.

3.2.3 Death Before Beginning Date. [If the Annuitant or any Joint Annuitant under a Distribution Annuity dies before the Beginning Date, the Distribution Annuity shall not become effective and any amount received for the premium shall be returned to the Plan; except as provided in the following sentence. If the Beginning Date is extended pursuant to the terms of a Delayed Start Rider, the terms of the Annuity purchased will determine whether there will be any benefit-payable and the amount and timing of such payment if the Annuitant or Joint Annuitant dies before the Beginning Date. ^{Var 43}]

3.2.4. Distribution of Annuity Certificate. Promptly after the purchase of a Distribution Annuity, an individual Annuity Certificate evidencing an Annuity is [normally delivered directly to the Annuitant ^{Var 44}].

3.3 Annuity Purchase Rates for Distribution Annuities.

3.3.1. Current Rates Used. For a purchase in which the premium is a specified amount, the amount of a Distribution Annuity is determined by applying the premium to our current purchase rates and charges for a Distribution Annuity in effect for this class of contract on the Purchase Date. For a purchase in which the benefit amount is specified, the benefit to be purchased is applied to our current purchase rates and charges in effect for Distribution Annuities under this class of contract on the Purchase Date to determine the premium. Such rate shall be subject to the minimum purchase rate basis described [in Section 4.1.3 ^{Var 21}]. If, when Distribution Annuities are purchased, our current Annuity purchase rate basis for purchasing Distribution Annuities under this class of contracts would allow for the purchase of a Annuity larger than would result using the minimum purchase rate tables [in Section 4.1.3 ^{Var 45}] or, if applicable, require less premium to purchase a specified amount of Annuity, such current basis is used as the current purchase rate.

[3.3.2 Minimum Purchase Rate Basis. The minimum purchase rate basis in effect for Distribution Annuity purchases under this Contract on the Effective Date uses a Unisex version of the Annuity 2000 Table, with projection factors, and an assumed interest rate not less than the

minimum non-forfeiture rate specified in the NAIC Model Non-forfeiture Law for Individual Deferred Annuities.^{Var 22}]

3.3.[3^{Var 6A}] Receipt of Premium. The premium for a Distribution Annuity purchased under this Contract is due on the date specified in the Distribution Annuity quote provided to the Holder. [If a premium is not received on such due date, we may make an appropriate adjustment in the Distribution Annuity purchased. If the purchase was based on a specified premium amount and the premium received is a different amount, we will make an appropriate adjustment in the amount of Distribution Annuity purchased.^{Var 47}] No Annuitant or any other person acquires any rights or benefits to a Distribution Annuity under this Contract until we receive the premium for the Distribution Annuity.

3.4 Beginning Date and Form.

3.4.1 Beginning Date. Except as provided in Section 3.4.3 below, a Distribution Annuity starts on the Beginning Date specified at time of purchase.

3.4.2 Annuity Form. Except as provided in Section 3.4.3 below, the form of distribution is the Annuity form purchased. The available purchase forms are described in Section 4.2.

3.4.3 Delayed Start Rider Purchases. [The terms of the Delayed Start Rider will determine the Beginning Date and Annuity payment form options for any Distribution Annuity that might be purchased under such Delayed Start Rider.^{Var 48}]

SECTION 4-Provisions Applicable to all Annuities

4.1 General

4.1.1 Purchase Information. The Holder, or other Plan agent, will provide us with the information we customarily require to administer an Annuity. Such information must be in a form acceptable to us.

4.1.2 Transfer of Premium. For each Annuity purchased, the Holder, or another Plan agent or representative, will transfer the premium due directly to us. Each Annuity is purchased on the day we or our agent receive the applicable premium in good order, based on the purchase rate then in effect. No person acquires any rights to an Annuity until we receive the premium.

[[4.1.3 Minimum Purchase Rate Basis. The minimum purchase rate basis in effect for Annuity purchases under this Contract on the Effective Date uses [a Unisex version of the Annuity 2000 Table, with projection factors, and an assumed interest rate not less than the minimum non-forfeiture rate specified in the NAIC Model Non-forfeiture Law for Individual Deferred Annuities.^{Var 50} ^{Var 49}]]

4.2 Available Annuity Payment Forms

4.2.1 Regularly Available Forms. Subject to Section 4.3, the following forms Annuity may be paid under this Contract:

- [(a) **Life Annuity** provides for non-increasing payments to the Annuitant starting on his Beginning Date and ending with the payment due immediately before the Annuitant's death. There is no death benefit.
- (b) **Fixed Period and Life Annuity** provides for non-increasing payments to the Annuitant commencing on his Beginning Date and continuing during his lifetime. If the Annuitant dies within the selected period (5, 10, 15 or 20 years), payments continue for the balance of the fixed period. Such continued payments are made to the Beneficiary. The fixed period may not extend beyond the life expectancy of the Annuitant.
- (c) **Joint and Survivor Annuity** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing during his lifetime. After the Annuitant's death, the payments which would have become payable to the Annuitant had he survived are continued in the same amount (or 75%, 66-2/3% or 50% thereof, if so specified) to the designated Joint Annuitant for the lifetime of such Joint Annuitant. There is no death benefit payable after both the Annuitant and Joint Annuitant have died.
- (d) **Life Annuity with Guaranteed Return** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing through his lifetime. If the total Annuity payments made to the Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum within 30 days of our receipt of proof of death, in good order.
- (e) **Joint and Survivor Annuity with Guaranteed Return** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing during his lifetime. After the Annuitant's death, the payments which would have become payable to the Annuitant had he survived are continued in the same amount (or 75%, 66 2/3% or 50% thereof, if so specified) to the designated Joint Annuitant for the lifetime of such Joint Annuitant. If the total Annuity payments, made to the Annuitant and Joint Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum within 30 days of our receipt of proof of death, in good order.
- (f) Combined Forms. A Joint and Survivor Annuity may include a fixed period feature. The fixed period may not extend beyond the joint life expectancy of the Annuitant and the Joint Annuitant. ^{Var 51]}
- (g) [Constant Percentage Increases. If included in an Annuity purchase request, any of the above Annuity forms may include a feature whereby the periodic Annuity payments are increased, annually starting the one year anniversary of the Beginning Date, by a pre-selected fixed percentage of 1%, 2%, 3%, 4% or 5%, compounded annually. This form is available only if the total future expected payments, determined under Treasury Regulation §1.401(a)(9)-6, exceeds the premium used to purchase the Annuity. ^{Var 52]}

4.2.2 Other Available Forms. Subject to Section 4.3, other forms of Annuity we regularly offer may be paid under this Contract.

4.3 General Limits on Annuity Forms Purchased or Paid.

4.3.1 Annuity Limits for Joint Annuity Forms. [If, for any reason, the Joint Annuitant is someone other than a Spouse, the maximum available continuation percentages are limited as follows:

<u>Years Annuitant is Older than Joint Annuitant Determined by the Difference in Their Birth Year</u>	<u>Available Percentages</u>
10 or fewer years	50%, 66 2/3%, 75% and 100%
More than 10 years, but less than 20 years	50%, 66 2/3% and 75%
More than 19 years, but less than 25 years	50% and 66 2/3%
25 years or more	50%

Var 53]

[4.3.2. If the Annuitant’s age on his or her birthday in the year that includes the Beginning Date equals or exceeds the age specified below, only the following fixed periods are available:

<u>Age of Annuitant</u>	<u>Fixed Periods Available</u>
Less than 79	5, 10, 15 or 20 years
79 or older but less than 85	5, 10 or 15 years
85 or older but less than 93	5 or 10 years
93 or older, but less than 104	5 years
104 or over	None

We may permit additional fixed periods; provided that the fixed period may not exceed the applicable life expectancy. Var 54]

[4.3.[3 Var 6A] **Guaranteed Return or Fixed Period.** When an Annuity is purchased or paid for a Participant who is not an Employee Participant or the Spouse of an Employee Participant, the period over which any Guaranteed Return or Fixed Period may be paid may not exceed the Annuitant’s “expected return multiples” in Table V of Treasury Regulation §1.72-9, as amended.

Var 55]

4.3.[4 Var 6A] **Treasury Regulations.** If any form of Annuity otherwise permitted under this Contract would be inconsistent with the rule[contained in Treasury Regulations §1.401(a)(9)-1 through §1.401(a)(9)-8 and §1.408-8, or other Internal Revenue Service Regulations or rulings, then such form of Annuity Var 55a] shall not be paid under this Contract.

4.4 Annuity Payments.

4.4.1 Payments to Annuitant. An Annuity is paid to the Annuitant on the Beginning Date and monthly thereafter, unless another frequency is agreed to, ending with the payment due immediately before the Annuitant’s death or, if earlier, the end of the term of Annuity.

4.4.2 Payments to Joint Annuitant. Annuity payments with respect to a Joint Annuitant start on the first due date following the Annuitant’s death and end with the payment due immediately before the Joint Annuitant’s death.

4.4.3 Proof of Survival. We may require proof that the recipient of an Annuity is living on each date an Annuity payment is due. If a requested proof is not furnished, no Annuity payments are payable until such proof is received.

4.4.4 Minimum Payments. If the monthly payment amount is less than [a minimum amount we establish ^{Var 56}], we may require that such payments be aggregated into a quarterly, semi-annual or annual payment, payable in advance.

SECTION 5 – Control Provisions

5.1 Holder’s Authority.

5.1.1 The Holder has the power to authorize, for the benefit of Participants, the purchase of Annuities under this Contract; [the distribution of Coverage and Annuity Certificates; ^{Var 56A}] and to exercise those other rights, privileges and options explicitly granted to it by this Contract.

5.1.2 No Plan amendment, nor any interpretation of the Plan’s provisions, may materially affect our obligations with respect to any Annuity already purchased, except to the extent we consent. Subject to the preceding sentence, we may rely on the Holder’s interpretation or administration of any Plan provision.

5.2 Contract Amendments.

5.2.1 Subject to the provisions below, we and the Holder, by mutual written agreement, may amend any provision of this Contract with respect to future Income Share or Distribution Annuity purchases. We may also amend [any provision of this Contract upon advance notice of not less than 60 days to the Holder, provided that any such amendment shall only have prospective application. ^{Var 57}]

5.2.2 We guarantee that the minimum purchase rate basis described in [Section 4.1.3 ^{Var 58}] will remain in effect [until at least the first anniversary of the Effective Date and further guarantee that no change to the applicable minimum guaranteed purchase rate basis will subsequently occur more than once during any twelve-month period. In accordance with our regular practice, we will provide the Holder 60 days notice of any change in such guaranteed basis then in effect for Income Share Annuities or Distribution Annuities, as applicable, under contracts of this class. ^{Var 57}]

5.2.3 No amendment to this Contract may reduce the amount, change the term or delay the due date of any Annuity purchased before the effective date of the amendment unless such amendment is reasonably required to comply with applicable laws, rulings or regulations. No such amendment is valid if it is not consistent with [ERISA or Code requirements, including any regulations or rulings thereunder ^{Var 59}].

5.2.4 The consent of an Annuitant, Joint Annuitant, Beneficiary or other person entitled to payments under an Annuity is not required for any amendment to this Contract.

5.3 Contract Discontinuance.

5.3.1 We or the Holder, on [60 days notice ^{Var 57}], may discontinue this Contract with respect to Income Shares Annuities, Distribution Annuities or both. Discontinuance is effective on the date specified in the notice or, if later, [60 days ^{Var 57}] after receipt of the notice.

5.3.2 No Income Shares Annuities or Distribution Annuities, as applicable, may be purchased after a discontinuance.

5.3.3 Subject to Sections 2.[7 ^{Var 6A}].2 and 2.[8 ^{Var 6A}].3, any Annuities purchased prior to a discontinuance continue in force and are not affected by the discontinuance.

5.3.4 Upon discontinuance with respect to Income Shares, we will issue to the Plan, for distribution in accordance with its terms, an Annuity Certificate for any Annuitant for whom an Annuity Certificate has not previously been issued.

5.3.5 This Contract terminates only when all Annuities for which there is a remaining payment obligation have been fully paid.

5.4 Certificates.

5.4.1 We and an Annuitant may agree to a modification to his or her Annuity Certificate, provided such modification is consistent with this Contract and with the applicable Plan or Code regulatory requirements. [If required under applicable Code, regulations or a Domestic Relations Order, the Annuitant's Spouse may be required to consent to such modifications. ^{Var 60}]

5.4.2 If there is a conflict between this Contract and any Annuity Certificate, the provisions of the Annuity Certificate are controlling. [If there is a conflict between this Contract and any Coverage Certificate, this Contract controls. ^{Var 61}]

SECTION 6 – Provisions Pertaining to General Matters

6.1 Notices-Error.

6.1.1 All notices, information, consents, or proofs we require must be in writing. We are not affected by any such notice, information, consent, or proof, and are not liable for the fulfillment of any obligations dependent upon the matters contained in any such notice, information, consent, or proof, until we receive it at our home office in a form and substance we reasonably deem satisfactory. As of the Effective Date the address for all notices is:

Hartford Life Insurance Company
[Retirement Division
Assistant Vice President, Retirement Income Solutions
200 Hopmeadow Street
Simsbury, CT 06089 ^{Var 62}]

6.1.2 The Holder, the Annuitant or any other person who has an interest in payments under an Annuity shall promptly furnish us with any information and proofs we may reasonably require as to any and all facts concerning any person affected by the provisions of an Annuity Certificate.

6.1.3 We may rely on the Holder or, if appropriate, a Plan administrator or other Plan fiduciary or agent for information or certification as to any fact or that any election, waiver, or consent required is accurate and has been secured in proper form. [If the Holder states that a domestic relations or other court order received prior to the Purchase Date has been accepted as a Domestic Relations Order, we will rely on this statement to assign the designated portion of the applicable Annuity to the alternate payee named in the Domestic Relations Order. ^{Var 62}]

6.1.4 If age or any other fact relating to an Annuitant or other payee was incorrectly stated, and we acquire proof of the incorrect statement, we may use the correct fact to determine the amount and terms of any payment payable by or to us and the amount of any adjustment in future payments to any payee because of previous underpayments or overpayment to that payee. Our obligation is limited to that determined based on the correct data.

6.1.5 We may correct any error (whether by the Holder, by any Annuitant, or by us) in making payments or keeping any records regarding an Annuity. If such error caused an incorrect payment to be made to any payee, an equitable adjustment may be made.

6.2 Beneficiary.

6.2.1 After an Annuity Certificate has been issued, an Annuitant may name or change a Beneficiary designation by filing a designation with us. Such designation is effective on the date it is signed, even if the Annuitant is not living when we receive it, but without prejudice because of any payments we make before receipt of the notice. [An Employee Participant who has a Spouse may name a non-Spouse Beneficiary only with the notarized consent of such Spouse. ^{Var 64}]

6.2.2 If, after distribution of an Annuity Certificate, no Beneficiary is named in our records or the designated Beneficiary has pre-deceased an Annuitant, any death benefit is paid [to the Annuitant's current husband or wife, if any. If there is no such husband or wife, any death benefit is paid to the Annuitant's estate; provided that after the Beginning Date such death benefit is paid to the estate of the last person receiving payments under the Annuity. If we are advised that no estate is or will be established, we may, in our discretion, pay the death benefit to the spouse, children, parents, grandchildren or siblings of such decedent. ^{Var 65}]

6.2.3 If more than one person is named Beneficiary, [all such persons living on the date of the Annuitant's death are considered co-Beneficiaries and receive equal shares of any payment, unless the designation of the Annuitant clearly provides otherwise. ^{Var 65}]

6.3 Agreement-Incontestability.

6.3.1 All agreements pertaining to this Contract must be in writing [and signed by one of our duly authorized officers. ^{Var 66}]

6.3.2 Any provision of this Contract or any Annuity Certificate which may have been waived on one occasion shall continue to be enforceable at all other times.

6.4 Non-Alienability.

6.4.1 [Except with respect to a Domestic Relations Order, n^{Var 67}]o Annuitant, Joint Annuitant or Beneficiary may voluntarily or involuntarily sell, assign, transfer, discount or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any Annuity or other payment. Any Annuity due to an Annuitant, Joint Annuitant or Beneficiary is exempt from the claims of creditors of the Annuitant, Joint Annuitant or Beneficiary. If the provisions of this paragraph are contrary to that law governing in a particular circumstance, then as to that circumstance, the payment will be exempt to the maximum extent permitted by law.

6.5 Representations.

6.5.1 The Holder represents that [this Contract is its valid and binding obligation, enforceable in accordance with its terms^{Var 68}].

6.5.2 We represent that [the Contract is our valid and binding obligation, enforceable in accordance with its terms^{Var 68}].

[6.6 Inclusion of Plan Features.

6.6.1 With our consent, specific features of a Plan may be included in any Annuity. The Employer or other Plan fiduciary is solely responsible for ensuring that any required Plan features are included in the Annuity.^{Var 69}]

[[6.[7^{Var 6A}] Recognition and Administration of Domestic Relations Orders.

6.[7^{Var 6A}].1 If a Domestic Relations Order specifies the distribution of all or a part of an Annuitant's payments to another payee, then the creation, recognition or assignment of such payee's rights to payments under such order is not subject to the restrictions of the "Non-alienability" Section above. The value of all payments or other distributions made to the Annuitant and all other payees on or after the effective date of a Domestic Relations Order may not exceed the remaining value of the Annuity.

6.[7^{Var 6A}].2 If an Annuity Certificate has been distributed to an Annuitant, we may determine if a particular order is a Domestic Relations Order and such determination is conclusive in determining the rights of any party with respect to any Income Shares or Annuity. We may take such reasonable action and make such reasonable determinations as we deem appropriate with respect to such a Domestic Relations Order.

6.[7^{Var 6A}].3 Prior to the Beginning Date, our normal procedure with respect to an Annuity Certificate for an Income Shares Annuity is to transfer the applicable percentage or amount of the current Cash-Out Value and Income Shares subject to the Domestic Relations Order to the Spouse and convert the transferred Income Shares to Income Shares based on the life of the Spouse or other alternate payee.

6.[7^{Var 6A}].4 After the Beginning Date, our normal procedure is to split any Annuity payments due in the proportion directed by the Domestic Relations Order.^{Var 67}]]

6.[8^{Var 6A}] Restrictions Imposed by [ERISA or Other^{Var 59}] Law or Regulations.

6.[8^{Var 6A}].1 An Annuity may be suspended, reduced or terminated upon either: (a) written direction to do so from a Plan fiduciary; provided that the person so directs and certifies that such suspension, reduction or termination is necessary to effect compliance with applicable law or regulation and agrees to hold us harmless in connection with any suspension, reduction or termination, or (b) written direction to do so from a duly constituted agency of government with jurisdiction over a Plan or this Contract.

6.[9^{Var 6A}] Non-Participating.

6.[9^{Var 6A}].1 All Income Shares or other Annuities purchased under this Contract are non-participating.

6.[10^{Var 6A}] Fees and Charges.

6.[10^{Var 6A}].1 The premiums quoted for each Income Share or Annuity [includes all fees and charges, including any commissions or premium taxes. There are no annual fees or charges associated with any Income Share or Annuity purchased under this Contract.^{Var 70}]

6.[11^{Var 6A}] Trust Agreement.

6.[11^{Var 6A}].1 We have no obligation to inquire into the provisions of any Plan or any trust agreement relating any Plan or program, and are not chargeable with such knowledge.

6.[12^{Var 6A}] Source of Premiums.

6.[12^{Var 6A}].1 We reserve the right to require from the Holder, an Employer or the Annuitant evidence satisfactory to us that all premiums are from [an Employer sponsored qualified defined contribution plan or ^{Var 71}]program that satisfies our standard underwriting requirements for this class of contracts. If satisfactory evidence is not provided, we may decline or return any affected premiums.

6.[13^{Var 6A}] Miscellaneous.

6.[13^{Var 6A}].1 The singular includes the plural and the masculine pronoun includes both the masculine and the feminine gender, unless the context indicates otherwise.

Group Annuity [Income Share *Var 1*] Certificate

Hartford Life Insurance Company

(a Stock Insurance Company)

This benefit certificate summarizes the terms of [the Hartford Lifetime Income Shares you purchased through the Plan listed below. *Var 2*] Our obligation to you is defined solely by the terms contained in this certificate and the Group Contract listed below. [[Under certain circumstances, we may issue this certificate at a time when the distribution of Income Shares to you is prohibited under federal tax law. In this event, this certificate will be held by the Plan on your behalf, and the Certificate Effective Date will be the date this certificate is issued to the Plan. The Plan will continue to hold this certificate on your behalf until such time as it can be distributed to you as permitted under Internal Revenue Code Section [401(k)(2)(B)(I through V) *Var 2b*] or as may be permitted under the Code or the regulations thereunder, by amendment or otherwise. *Var 2a*]]

The terms "we", "us" and "our" mean Hartford Life Insurance Company. "You" or "your" means the Annuitant named below. [This certificate replaces any certificate previously issued for you under the Certificate Number shown below. *Var 3*]

Please notify us promptly if your address changes. (This will help us to ensure that you receive important communications on time.) PLEASE READ YOUR CERTIFICATE CAREFULLY.

Annuitant [John Doe <i>Var 4</i>]	[[Date of Birth [01/10/1950 <i>Var 4</i>] <i>Var 5</i>]]	[[Gender [male <i>Var 4</i>] <i>Var 6</i>]]
[Plan Participant <i>Var 4a</i>] [Jane Doe <i>Var 4</i>]	[[Date of Birth [01/10/1950 <i>Var 4</i>] <i>Var 5</i>]]	[[Gender [female <i>Var 4</i>] <i>Var 6</i>]]
Certificate Number [99999-005 <i>Var 2</i>]	Certificate Effective Date [August 1, 2010 <i>Var 2</i>]	Certificate Issue Date [August 22, 2010 <i>Var 2</i>]
Assumed Income Start Date [February 1, 2015 <i>Var 4</i>]	Monthly Income at Assumed Income Start Date [\$1200 <i>Var 4</i>]	
Assumed Form of Annuity [Single Life Annuity with Guaranteed Return <i>Var 7</i>]	Number of Income Shares Owned [120 <i>Var 4</i>]	[Guaranteed Return] [\$12,200 <i>Var 4</i>] <i>Var 8</i>]]
Group Contract [GA-99999 <i>Var 4</i>]	Plan Name [XYZ Company Incentive Savings Plan <i>Var 4</i>]	


David N. Levenson, *President*


Donald C. Hunt, *Secretary*

[

Var 9]



Deferred Annuity

Section A. Definitions

Annuity. The lifetime income payments, and any related benefits, described in this certificate [that you purchased to provide future income Var 10].

Assumed Income Start Date. The Income Start Date that was assumed in determining the “Monthly Income at Assumed Income Start Date,” as shown on the first page of this certificate. [The Assumed Income Start Date is the first day of the month coinciding with or next following the date you attain age 65. The amount of monthly income is adjusted for any Income Start Date other than the Assumed Income Start Date. Var 11]

Assumed Form of Annuity. This is the purchased Form of Annuity. As indicated on the face page, it is a [Single Life Annuity with Guaranteed Return. Var 12] (See Section B.3.) If you elect to receive income Annuity in any form other than a [Single Life Annuity with Guaranteed Return Var 12], your payments are actuarially adjusted.

Beneficiary. The person who may be entitled [to a death benefit Var 13] upon your death[or, in the case of a Joint and Survivor Annuity, upon the death of both you and your Joint Annuitant Var 14].

[[Cash-Out Value. The lump sum amount you may elect at any time prior to your Income Start Date. The lump sum amount is in lieu of future lifetime income payments. The lump sum amount will be calculated using the Number of Income Shares Owned and will be the lesser of (i) the current purchase price of your Income Shares at your current age and (ii) the premium paid [for your Income Shares Var 16] accumulated at 3% interest, compounded annually. Var 15]]

Certificate Effective Date. The date indicated on the front of this certificate. [It is the date the Plan distributed your [Hartford Lifetime Income Shares Var 2], as shown in this certificate. Var 17]

Certificate Issue Date. The date this certificate is printed.

[Domestic Relations Order. Any domestic relations order, or similar agreement (such as child support), satisfying the requirements of Internal Revenue Code §414(p) (1), (2) and (3) that applies to amounts paid under the Annuity, as if the amounts were paid directly by the Plan. Var 18]

Election Period. The [90-day period before your Income Start Date. This is when you elect your actual form of Annuity (See Sections B.3 and B.7 Var 19).]

[[Guaranteed Return. [The Cash-Out Value lump sum amount we would pay if, at the time Annuity income payments start, you or your Beneficiary, as applicable, instead elected to receive a lump sum. Var 21] As Annuity income payments are made, the Guaranteed Return is reduced by the amount of Annuity income payment received.-Var 20]]

Income Share. A measure of the Annuity purchased [on your life Var 22] under the Group Contract. Each Income Share represents [\$10 Var 23]of monthly annuity, in the Assumed Form of Annuity, starting on the Assumed Income Start Date.

Income Start Date. The date Annuity income payments begin.

[Joint Annuitant. The Joint Annuitant is the person who receives Annuity income payments under a Joint and Survivor Annuity form for his or her remaining lifetime upon your death. A Joint Annuitant may not be changed after the Income Start Date. Var 24]

Number of Income Shares Owned. The number of [Hartford Lifetime Income Shares Var 2] [you purchased through the Plan Var 25], [to the extent these Income Shares have been transferred to you under the terms of the Domestic Relations Order Var 25a].

[Plan Participant.] The person who participated in the Plan as an employee. This individual, no longer living, had allocated amounts to the [Hartford Lifetime Income Shares *Var 2*] option under the Plan. *Var 26*

[Spouse.] Your current spouse during your Election Period or at your death, as applicable; provided, however;

The Plan may require that you and your spouse must have been married for at least twelve months immediately prior to the applicable date;

A former spouse may also be your Spouse if your Annuity is affected by a Domestic Relations Order; and

For purposes of this certificate, a spouse under applicable law will not be treated as a “Spouse” if required under federal law or, to the extent permitted by applicable law, the Plan does not recognize such spouse. *Var 27*

Section B. Annuity Provisions

1. When may I start my income payments?

You may start your income payments at any time that is at least 30 days after [the Certificate Effective Date Var 27a] and before [[[your 70th birthday. [[Since the Certificate Effective Date is prior to the occurrence of an event permitting you to take a distribution from the Plan under Code section [401(k)(2)(B) Var 28b], you may not start your income payments until the occurrence of a distributable event described in Code section [401(k)(2)(B)(I through IV) Var 28b], or as may otherwise be permitted under the Code or the regulations thereunder, by amendment or otherwise. Var 28a]] Notwithstanding the foregoing we may permit you, in our sole discretion, to elect to defer the Income Start Date until after your 70th birthday if the Income Start Date you select meets the then applicable requirements and regulations of Code section 401(a)(9). Var 28]]] Please contact us approximately three months in advance of when you want to start payments.

[[[It is important that you keep us informed of any address change so that we are able to contact you. You should also be aware that, under current federal tax law, there are severe tax penalties that may apply if your Annuity payments do not start by April 1 of the year after [you reach Var 30] age 70 1/2. Var 29]]

2. What is the effect on the amount of my income payments if they start before or after my Assumed Income Start Date?

If you elect to start your payments before your Assumed Income Start Date, your payments are reduced. If you elect to start your payments after your Assumed Income Start Date, your payments are increased. The actuarial adjustment factors we use to determine the reduction or increase have the same actuarial basis we then use for current purchases of Income Shares under this and other similar group contracts. Var 31]

3. How will my income payments be paid?

You may receive your income payments in one of the following Annuity forms:

Single Life Annuity with Guaranteed Return provides income payments starting on your Income Start Date for as long as you live. If the sum of all payments made to you does not equal or exceed the Guaranteed Return, the excess will be paid to a Beneficiary. If the aggregate amount of the income payments made to you exceeds the Guaranteed Return, there is no benefit payable to your Beneficiary after you die.

Joint and Survivor Annuity with Guaranteed Return provides income payments starting on your Income Start Date for as long as you and your Joint Annuitant live. If you die first, your Joint Annuitant receives a specified percentage of your income payment for his or her life. You may choose 50%, 66 2/3%, 75% or 100%. If your Joint Annuitant dies first, your income payments continue unchanged. If you both die before the sum of all payments equal or exceed the Guaranteed Return, the excess will be paid to a Beneficiary. If the aggregate amount of the income payments made to you and your Joint Annuitant exceeds the Guaranteed Return, there is no benefit payable to a Beneficiary. (In some circumstances, there are regulatory restrictions on the percentage you may select if your Joint Annuitant is not your Spouse.)

Single Life Annuity provides income payments starting on your Income Start Date for as long as you live. There is no death benefit or guaranteed number of payments for the Single Life Annuity form. (Under this form, it is possible for there to be only one payment in the rare instance when an Annuitant dies in the month the first income payment is made.)

Joint and Survivor Annuity provides income payments starting on your Income Start Date for as long as you and your Joint Annuitant live. If you die first, your Joint Annuitant receives a specified percentage of your income payment for his or her life. You may choose 50%, 66 2/3%, 75% or 100%. If your Joint Annuitant dies first, your income payments continue unchanged. There is no death benefit under this Joint and Survivor Annuity form once you both die. (If you and your Joint Annuitant should both die in the month the first income payment is made, there would be only one

monthly payment made under this Annuity form.) (In some circumstances, there are regulatory restrictions on the percentage you may select if your Joint Annuitant is not your Spouse.)

Fixed Period and Life Annuity provides income payments starting on your Income Start Date for as long as you live. If you die during within the selected fixed period (5, 10, 15 or 20 years), your Beneficiary receives any remaining fixed period payments. If you die after the fixed period, there is no death benefit. (The fixed period you choose may not extend beyond your life expectancy.) Var 32]

[Combined Forms. A Joint and Survivor may include a fixed period feature. (The fixed period may not extend beyond the joint life expectancy of you and the Joint Annuitant you name.) Var 33]

Other Available Forms. We may make available under this certificate any other income payment forms we regularly offer under our annuity contracts.[However, forms that are based on another person's life are not available. Var 34]

You will receive a revised certificate that describes the Annuity form you elect.

4. Is there an “inflation protection” provision?

[At the time you elect your income payment form, you may elect to begin receiving a lower initial Annuity payment in exchange for an automatic annual increase feature. The amount of annual increase would be a percentage you elect between 1% and 5%, compounded annually. The automatic fixed percentage increase will be applied on each anniversary of your Income Start Date without regard to the amount (if any) of inflation or increase in the cost of living during the prior year. Var 35]

5. Can I change my elected form of Annuity [or elect the automatic increase feature Var 36] after my Income Start Date?

No. The election of your Annuity form becomes permanent on the Income Start Date.

6. Does the form of Annuity affect my payment amount?

Yes. If you receive any available form of Annuity other than a [Single Life Annuity with Guaranteed Return (with no automatic increase feature) Var 37], your income payments are actuarially adjusted.

[7. May I choose any form of Annuity payment listed in item 3 above?

If you have a Spouse during your Election Period, you must receive a form with a Joint and Survivor Annuity (with your Spouse as Joint Annuitant) unless you and your Spouse agree in writing to another Annuity form. Generally, your Joint Annuitant must be your Spouse. (We may permit the election of a non-Spouse Joint Annuitant subject to applicable regulatory or Plan requirements or such other terms and conditions that we deem appropriate.) Var 38].

[8 Var 40]. May I elect to receive a lump sum payment in lieu of income payments?

[Yes, at any time prior to the start of you income payments, you may elect to receive a lump sum payment in lieu of any future income payments. If you make such election, the amount of the lump sum payment will be the Cash-Out Value. Var 39]

[9 Var 40]. What is paid if I die before my income payments begin [or before I have received a lump sum payment Var 41]?

[If you die before your income payments begin or before a lump sum is paid to you, your Beneficiary may receive either income payments based in his or her own life or a lump sum death benefit. Var 41a]

[[If you or your Beneficiary elects income payments, the Number of Income Shares Owned is converted to the number of Income Shares that could be purchased at your Beneficiary's current age on the Life Annuity with Guaranteed Return form of payment. Your Beneficiary will receive a new certificate with the adjusted Income Share amount and resulting “Monthly Income at Assumed Income Start Date.” [If your Beneficiary is not your Spouse, income payments normally must start immediately. If your Beneficiary is your Spouse, the start of income payments may be anytime that is before the later of the date you would

have attained age 70 or the December 1 of the year following your death. We may agree to offer other income payment forms for your Beneficiary; provided, however, a Joint and Survivor income payment form is not permitted. Var 43] Var 42]]

[If the income payment option is not elected, the lump sum death benefit is paid to your Beneficiary as soon as practicable following your death. The amount of the lump sum death benefit for the Beneficiary is the Cash-Out Value that could have been paid to you if you and survived to the date the determination of the lump sum death benefit is made. Var 44]

[[If your Beneficiary predeceases you or we have no record of your Beneficiary, [we will treat your current spouse as your Beneficiary, if you are married. Otherwise, Var 46] the lump sum death benefit is paid to your estate.

[If your Beneficiary is not a natural person, only the lump sum death benefit is available. Var 45a] Var 45]]

[[10 Var 40]. How do I name or change my Beneficiary?

You may name or change your Beneficiary by notifying us on a written form satisfactory to us. [Your Spouse's consent is required to name a non-Spouse Beneficiary. You may not change a Joint Annuitant Beneficiary. Var 47] The Beneficiary designation takes effect on the date the notice is properly completed and signed, but does not affect any payments we make before we receive your notice. If you name more than one Beneficiary, all are considered co-Beneficiaries and will receive a pro rata share of any death benefit, unless you indicate otherwise. Var 45]]

Section C. General Provisions

1. Assignment.

You may not voluntarily or involuntarily sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation, or for any other purpose any income payment. The benefit under this certificate is exempt from the claims of your creditors to the maximum extent permitted by law. [However, it is subject to any applicable Domestic Relations Order Var 48.]

2. Misstatements.

If age, or any other fact pertaining to your benefit under this certificate, has been misstated, or if there is a clerical error, your benefit under this certificate is adjusted using the correct data. Our obligation is limited to that determined based on the correct data. If an underpayment has resulted, we promptly refund that amount. If an overpayment resulted, we may request repayment. If the amount is not repaid, we may reduce or suspend income payments to recover the overpayment.

[3. Small Monthly Income Amounts.

If income payments to any payee are less than \$50 monthly, we may elect to make payments less frequently (but at least annually). Payments will be made at the beginning of the period with an appropriate reduction to recognize that a portion of the payment reflects amounts that are not yet due. Var 49]

[4 Var 40]. Information and Proofs.

We have the right to require information and proof, from you or any payee [or Beneficiary Var 50], as to any matters that relate to our obligations under this certificate.

[5 Var 40]. Regulatory Provisions.

Any change, reduction or modification applicable to the Group Contract or the Plan does not affect your benefit under this certificate, unless such change, reduction or modification is required to comply with federal or state law or any applicable rule or regulation.

[6 Var 40]. How to Contact Us.

All correspondence should be sent to:

[Regular Mail

HARTFORD LIFE INSURANCE GLOBAL OPERATIONS
Attention: Retirement Income Service Team
P. O. Box 1583
Hartford, CT 06114-1583

Overnight Mail

HARTFORD LIFE INSURANCE GLOBAL OPERATIONS
Attention: Retirement Income Service Team
1 Griffin Road North
Windsor, CT 06095-1512

Our toll free number is **800-678-5110**. Var 51]

Application for Group Annuity Contract



Application is Hereby Made to

HARTFORD LIFE INSURANCE COMPANY
Simsbury, Connecticut

[ABC Manufacturing Company Var. 1]

By: _____
Holder of Contract

Whose Main Office Address is located at:

[1 Main Street Var. 1] _____
Street Address (Do not enter PO Box)

[Any Town] Var. 1 _____ [STATE Var. 1] _____ [00000 Var. 1] _____
City State ZIP

For a Group Annuity Contract:

[We hereby request a Group Annuity Contract using form HL-21163, to be issued to the above named Holder in conjunction with the Plan named below.

Var. 2]

Plan name: _____
[ABC Company Defined Contribution Plan Var. 1]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Application signed at [Any Town Var. 1] _____ [STATE Var. 1] on [8-24-2010 Var. 1]
City State Date

Agency or Brokerage Firm, if applicable

Name/Title of Authorized Officer or Holder (please print clearly)

Signature of Agent or Broker

Signature of Authorized Officer

Witness to above Authorized Signature

SERFF Tracking Number: HARL-126775726 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 46564
Company Tracking Number: IPD HL-21163
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: Group Annuity Contract/Certificate
Project Name/Number: Lifetime Income Shares/HL-21163

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application is being filed with this filing and is attached to the forms schedule.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variables		
Comments:		
Attachments:		
HL-21163 Income Share Dist Ann VARIABLES K 081710.pdf		
HL-21164 Variable Material 8-17-10.pdf		
HL-21165 application variables.pdf		

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
1	Face Page and 4	The material contained in the brackets is contract specific.
2	Face Page	The wording in brackets may be deleted if there will be no riders issued in connection with the Contract.
2A	Face Page	Generally, this will be the state where the Holder's primary business is located.
3	Face Page	The wording in bracket is current as of the June 2010 date and over time may change.
4	Face Page	The signatures will be those of the appropriate officers of the issuer at the time the contract is issued. Those shown are those in effect at this time, but over time may change.
5	2 Table of Contents	The page numbering is revised as appropriate for specific contract.
6	2 Table of Contents	The wording will be deleted if there is no Delayed Start Rider in connection with the Contract at the time of issue. Other riders, if applicable, may be listed.
6A	3,6-12, 14,18,19	References are to paragraphs and sections in form as printed. Depending on the use of optional paragraphs and sections, these references will be adjusted.
7	3 Definitions	Wording in brackets may be modified to reflect changes in the Code.
8	3 Definitions	We may agree with the Holder that a Coverage Certificate will not be used for this contract; e.g., coverage information with respect to Income Shares otherwise incorporated into reports the Plan's recordkeeper provides. In such case, definition will be deleted. Additionally, the wording describing the Coverage Certificate can be revised on a case specific basis to describe the Plan specific means that we have agreed with the Holder will be used for providing a Plan participant with information attesting to the purchase that has been made.
9	3 Definitions	A time period that is less than one year may be substituted. The time period will not be less than 30 days.
10	3 Definitions 6 Section 2.4.3	For a Plan that is not subject to ERISA, the definition is deleted if Domestic Relations Orders are not recognized by the Plan or the wording is modified to reflect Plan practices.
10A	3 Definitions	For a Plan that is not subject to ERISA, the definition may be deleted.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
11	3 Definitions	Wording in brackets may be revised to specify the name of the Employer or other customer specific details regarding the identification of the Employer.
12	4 Definitions	Guaranteed Return change explanation. Definition is not used if there are no cash refund forms to be paid under the contract.
13	4 Definitions	Wording in brackets may be deleted if requested by the Holder or required by a Plan provision.
14	4 Definitions	The wording in brackets may be revised to more specifically describe the Plan Participant categories under the Plan and those who may derive rights under this Contract from those Plan Participants.
15	4 Definitions	Revise to describe specific Code qualification or, if none apply, describe other employee benefit program under which annuities will be purchased under this Contract.
16	4 Definitions	The definition of Spouse as shown is generally appropriate for a Plan that is subject to ERISA. It may be revised to include Plan specific details; e.g. specific marriage requirement. For Plans not subject to ERISA, the Plan's definition of Spouse may be substituted. If the Plan has no definition of Spouse, the definition may be deleted or the first two sentences replaced with, "Spouse" is the person married to an Employee Participant."
17	5 Section 2.1.1	For Plans under which a participant does not direct the investments and will not direct the Income Share purchase, the wording in brackets can be revised to read, "the Holder may purchase" or otherwise revised to reflect the specific plan provisions and/or practices as agreed with the Holder.
18	5 Section 2.1.2	The latest purchase age as described in the brackets is default wording and is intended to assure that the payments start before the time when federal regulations require a minimum distribution. The wording can be revised on a contract specific basis to mirror actual Plan provisions that are in place to comply with federal minimum required distribution rules. In no event will we agree to a Beginning Date that is later than the attainment of age 85. The words in brackets may be modified to use age on first day or last day of calendar year or some other purchase age determinant.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
19	5 Section 2.1.4	The wording in brackets may be deleted or the amount modified. If modified, the amount will not exceed \$2,000,000 nor be lower than \$500,000.
20	5 Section 2.1.5	Another figure may be substituted. It will not less than 30 nor more than 180. The figure will be consistent with that applicable for other contracts of this class.
21	5 Section 2.2.1	If Section 2.2.2 below is used, the reference in brackets will be changed to Section 2.2.2.
22	5 and 6 Section 2.2.2	The wording in brackets is deleted if Section 4.1.3 is used. If this Section 2.2.2 is used and the minimum Annuity purchase rate basis for Income Shares or Distribution Annuities, as applicable, has been amended for other contracts of this class as provided in Section 5.2.2, the bracketed wording will be replaced with a description of the amended basis.
23	6 Section 2.3.1	The wording within brackets will be revised to reflect, if applicable, a different dollar amount (not less than \$5 nor more than \$50) or a different purchase form. Generally, the default purchase form for Annuity purchase will be the Life Annuity with Guaranteed Return form. If the Holder and Hartford Life have agreed to a different default purchase form, it will be specified in place of "Life Annuity;" e.g., "10-Year Fixed Period and Life Annuity" and described. (See descriptions in Section 4.2.1.). "
24		There is no variable 24.
25	6 Section 2.3.2	Generally the default age, unless the Holder indicates another age, will be 65. The other age will be no earlier than 55 and no later than 70. Alternatively, the default age could be worded so as to vary depending on the Annuitant's eligibility for full retirement age under Social Security. (In such case, the words "Annuitant's 65 th birthday" are replaced by "the Annuitant attains full Social Security Retirement Age based rules in effect at the time of purchase.") As indicated, we can agree with the Holder to a different assumed beginning date. This would be appropriate for a specific Plan need; e.g. participation in the Plan after the default date.
26	6 Section 2.4.1	If the alternate Annuity death benefit is not to apply, the sentence ends before the word "unless".

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
27	6 and 7 Section 2.5	Section 2.5 may be deleted in its entirety. If used, the variations within 2.5 are described in Variables 27A through 27F below.
27A	6 and 7 Section 2.5	The “alternative annuitant” may be limited to a spouse, in which case “Beneficiary” will be replaced by “Spouse” wherever it occurs in this section.
27B	6 and 7 Section 2.5	<p>The rules in this section are designed to effect compliance with current IRS requirements. They may be modified to comply with any changes in applicable IRS requirements</p> <p>If the rules do not apply in a particular circumstance, a different beginning date may be substituted. An age as late as an annuitant’s age 85 may be substituted.</p> <p>If the “alternate annuitant” may only be the spouse, the wording before the comma in (ii) is deleted and the sentence begins. “The Spouse may elect ...”</p>
27C	7 Section 2.5	<p>This item (b) may be deleted and the subsequent item re-lettered if the surrender provisions of the contract applicable for an Employee Participant Annuitant after the distribution of an Annuity Certificate (paragraphs 2.7.3 and 2.7.4 of the contract) are to apply in a like manner to the “alternate annuitant.”</p> <p>If the application of this provision is different than for an Employee Participant or the surrender provisions only apply to Spouse beneficiaries, this item may be reworded to explain the differences; e.g., a different percentage of the premium under item (a) of 2.7.4 from that shown or a different availability period could apply to an “alternate annuitant.”</p>
27D	7 Section 2.5	May be modified to specify a different annuity form or multiple annuity forms.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
27E	7 Section 2.5	<p>The exact terms and timing under which an election may be modified or revoked may be subject to particular plan rules or requirements. If so those will be described here. The time period may not be less than 30 days or more than 180.</p> <p>If the rules do not provide for an election by an Employee Participant, the first sentence may be deleted and the second sentence may begin after the word “Additionally”.</p>
27F	7 Section 2.5	<p>Item (c) may be modified to describe limited circumstances where a non natural beneficiary may be allowed to elect an annuity.</p> <p>The dollar amount in item (a) is variable. It will not be less than \$5000 nor will it exceed \$10,000. Alternatively, item (a) may be deleted.</p>
28	7 and 8 Section 2.6	<p>Section 2.6 is included only on a client specific basis if a Holder determines that such provision is needed or desired. The provision is designed to provide a benefit sufficient to satisfy ERISA’s pre-retirement spouse’s requirements which applies to some defined contribution Plans.</p>
29	8 Section 2.7.1	<p>If there are no surrender rights for the participant, such as in situations when the Plan does not give participants the right to direct investments, the wording within the brackets is replaced with, “There is no Participant directed right to surrender Income Shares previously purchased.”</p>
30	8 Section 2.7.3	<p>The words “the later of 30 days following “ are deleted if it is determined that such provision, for the particular Plan or all plans in general, is not required. If spousal consent is required for a surrender after distribution of an Annuity Certificate, a proviso is added at the end of the sentence. The proviso will read as follows: “; provided that the Spouse, if any, of an Employee Participant must consent to such surrender.” Additionally, the entire Section 2.7.3 is deleted in case specific circumstances if we have agreed with the Holder that there is no surrender after an Annuity Certificate has been distributed. If Section 2.7.3 is deleted, the subsequent paragraphs in Section 2.7 are re-numbered.</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
31 31A 31B 31C	8 and 9 Section 2.7.4	The cash out value formula currently applicable for this class of contract is shown within the double brackets and may be revised. A different mortality or interest basis may be used in item (a). The wording within bracketed variable 31A may specify a percentage. If a percentage is used, it may not be less than 90%. The wording within bracketed variable 31B may specify another age assumption. A different percentage may be used in variable 31C. It may not be less than 1% or more than 5%.
32	9 Section 2.7.5	Another figure may be used. The figure will not less than 30 nor more than 180. The figure will be consistent with that applicable for other contracts of this class.
33	9 Section 2.8	Delete bracketed wording in 2.8 heading and paragraph 2.8.1 if there are to be no Coverage Certificates. If deleted, the subsequent paragraphs in Section 2.8 are re-numbered.
34	9 Section 2.8.3	The wording may be revised to specify a minimum figure. If revised, the figure will not be less than \$50 and will not exceed \$100.
35	9 Section 2.8.4	Double bracketed Section 2.8.4 may be deleted. If used, delete bracketed sentence if spousal consent does not apply to Plan.
36	9 Section 2.9.1	This may be modified on a case specific basis to substitute “the Holder”, “the Plan trustee”, “the Plan sponsor” or “a Plan representative or fiduciary.”
36a	9 Section 2.9.2	The “90 days” may be changed. It may not be less than 30 or more than 180.
36b	9 Section 2.9.2	The Code references as shown are for a Code 401(k) plan and is revised for other plan categories. For 457 plans, the wording is: “;provided that if the Annuitant received this Certificate from the Plan prior to the occurrence of an event permitting a distribution from the Plan under Code section 457(d)(1)(A), income payments cannot start until the occurrence of a distributable event described in Code section 457(d)(1)(A)(i), (ii) or (iii), or as may otherwise be permitted under the Code or the regulations thereunder, by amendment or otherwise.”

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
37	9 and 10 Section 2.9.2	The latest beginning date as shown within the brackets is default wording and is intended to assure that the payments start before the time when federal regulations require a minimum distribution. The wording can be revised on a contract specific basis to mirror actual Plan provisions that are in place to comply with federal minimum required distribution rules. Additional changes may be made in this paragraph to describe Plan specific rules or procedures for making changes to the Beginning Date. In no event will the Beginning Date be later than the attainment of age 85.
38	10 Sections 2.9.3 and 2.9.4	The forms listed in the wording within the brackets may be revised to reflect different default forms. Any annuity forms that we regularly offer may be default forms under the Contract if mutually agreed to by us and the Holder and not in conflict with the Plan or any legal requirement applicable to the Plan. If spousal consent requirements do not apply under a plan that is not subject to ERISA, this section will be revised to reflect the applicable Plan's provisions or practices.
39	10 Section 2.9.5	If spousal consent is not required under a plan that is not subject to ERISA, this paragraph is deleted and the subsequent paragraphs in this Section 2.9 are renumbered. The 90 days may be changed to another date not to exceed 180.
40	10 Section 2.9.6	Wording as printed can be revised to describe a minimum basis for adjusting the amount of the annuity payment from the purchased annuity form to a different annuity form or to start at a different Beginning Date.
41	11 Section 3.1.2	The dollar figure may be revised to specify a different minimum. The minimum will not be not less than \$5000 nor more than \$20,000. Alternatively the minimum could be revised or expanded or be stated in terms of a minimum dollar amount of annuity.
42	11 Section 3.1.2	The wording in brackets may be deleted or the amount modified. If modified, the amount will not exceed \$2,000,000 nor be lower than \$500,000.
43	11 Section 3.2.3	This paragraph may be expanded to describe more specific procedures agreed to with the Holder for handling return of premium or adjustments for in the case of a death before the Beginning Date.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
44	11 Section 3.2.4	Other procedures agreed to with the Holder for handling delivery of the certificate may be described.
45	11 Section 3.3.1	If Section 3.2.2 below is used, the reference in brackets will be changed to Section 3.2.2.
46	11 and 12 Section 3.3.2	The wording in brackets is deleted if Section 4.1.3 is used to describe the minimum basis. If not used, the paragraph below in this Section 3.3 is re-numbered. If this Section 3.3.2 is used and the minimum Annuity purchase rate basis for Distribution Annuities has been amended for other contracts of this class as provided in Section 5.2.2, the bracketed wording will be replaced with a description of the amended basis.
47	12 Section 3.3.3	The wording in brackets may be expanded or revised to describe procedures agreed to with the Holder re: actions to be taken if premium for an accepted quote is received on a different date or in a somewhat different amount than quoted.
48	12 Section 3.4.3	The wording in brackets may be expanded or revised to describe procedures agreed to with the Holder re: terms of purchases that will be available under a Delayed Start Rider.
49	12 Section 4.1.3	The paragraph is deleted if the minimum Annuity Purchase rate basis is described instead in Section 2 for Income Shares and in Section 3 for Distribution Annuities.
50	12 Section 4.1.3	If the minimum Annuity purchase rate basis has been amended for other contracts of this class as provided in Section 5.2.2, the bracketed wording will be replaced with a description of the amended basis.
51	13 Section 4.2.1	The bracketed portion can be revised to include descriptions of other specific annuity forms Hartford Life and the Holder agree can be purchased under the contract. At the Holder's request or to agree with administrative policy applied on a product basis, some forms may be omitted. Additionally, all fixed periods and percentage continuations may vary from those shown at the Holder's request to agree with administrative policy.

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Variable #	Page	Explanation of Variable
52	13 Section 4.2.1	The Holder and Hartford Life may agree that forms for which the amount of the annuity payment will increase annually based on a fixed percentage will not be offered. In such case, the wording in brackets (item g) will be deleted. (If used, the parameters for the increase of 1-5% may be changed. The lower figure will not be less than 1%. The upper figure will not be more than 5%.)
53	14 Section 4.3.1	The table can be revised within the parameters permitted in the Treasury Regulations or rulings referenced in Section 4.3.3., or any modifications thereto.
54	14 Section 4.3.2	The table can be revised within the parameters permitted in the Treasury Regulations or rulings referenced in Section 4.3.3., or any modifications thereto. In addition, it may be deleted if there are to be no Fixed Period forms paid. (If deleted the subsequent paragraphs in Section 4.3 are re-numbered.)
55	14 Section 4.3.3	The wording in brackets may be revised to delete reference to Guaranteed Return or Fixed Period if the forms available under the Contract will not have these features. If neither is offered, the paragraph may be deleted and the subsequent paragraph re-numbered.
55A	14 Section 4.3.4	The regulation references can be updated as regulations change.
56	15 Section 4.4.4	A specific minimum may be indicated. The minimum will not be less than \$50 and not more than \$100.
56A	15 Section 5.1.1	Replace bracketed wording with “the distribution of Certificates” if there are to be no Coverage Certificates.
57	15 and 16 Sections 5.2.1, 5.2.2 and 5.3.1	We may agree with Holder to revise wording in brackets to coordinate with customer specific commitment periods in customer’s Income Share or Distribution Annuity purchase program. The period will not be less than 30 or more than 120 days.
58	15 Section 5.2.2	The reference may be replaced with a reference to “Sections 2.2.2 or 3.3.2”.
59	15 Section 5.2.3 19 Section 6.8	Revise bracketed wording to read “applicable laws, rulings or regulations” if Plan is not subject to ERISA. Wording may also be expanded to reference Code or other legal requirements specific to a particular Plan or plan type.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21163 August 2010		
Variable #	Page	Explanation of Variable
60	16 Section 5.4.1	Delete if no spousal consent required. Remove reference to Domestic Relations Order if Holder has advised, for a Plan that is not subject to ERISA, that Domestic Relations Orders are not to be recognized.
61	16 Section 5.4.2	Delete bracketed wording if there will be no Coverage Certificates.
62	16 Section 6.1.1	Hartford Life Insurance Company address will be updated if to reflect current address on the Effective Date if the address changes.
63	17 Section 6.1.3	Delete bracketed wording if Holder has advised, for a Plan that is not subject to ERISA, that Domestic Relations Orders are not to be recognized.
64	17 Section 6.2.1	Delete bracketed wording for non- ERISA Plan or other situation for which Holder has advised that spousal consent should not apply.
65	17 Sections 6.2.2 and 6.2.3	Plan Beneficiary succession rules of Plan multiple beneficiary rules, as specified by the Holder, may replace the rules shown.
66	17 Section 6.3.1	Comparable language to identify who can act for the Holder may be added. In such case, the modified wording will be filed with your department.
67	18 Sections 6.4.1 and 6.7	Delete entire 6.7 and the word "Except with respect to a Domestic Relations Order," from the first sentence of 6.4.1 if Holder has advised, for a Plan that is not subject to ERISA, that Domestic Relations Orders are not to be recognized. If wording is deleted, capitalize the first remaining word of the remaining words in Section 6.4.1. and revise Section numbers that follow the deleted Section 6.7.
68	18 Sections 6.5.1 and 6.5.2	More detailed representations may be negotiated with the Holder. In such case, the modified wording will be filed with your department.
69	18 Section 6.6.1	Section 6.6 may be deleted if inapplicable.

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Variable #	Page	Explanation of Variable
70	19 Section 6.10	<p>The bracketed language may be modified to reflect or clarify any specific fee arrangement with a Holder or other Plan representative or service provider. In such case, the modified wording will be filed with your department.</p> <p>Reference to commissions may be deleted if no commissions are payable.</p>
71	19 Section 6.12	At Holder request, this language may be deleted if not applicable.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
1	Face page	The bracketed wording is included only as a product specific identifier and may be deleted.
2	Face page and pages 2 and 3	The wording in brackets may be revised to delete the “Hartford Lifetime” part of the name or to revise the marketing name if the marketing name for the product for which this certificate will be used is other than shown. Alternatively, the wording in brackets on the face page may be replaced with “your Annuity”.
2a	Face page	The wording in brackets may be deleted and is typically only included when a certificate is effective prior to the date, as determined by the Plan, that the Plan may make a distribution to the participant.
2b	Face page	Code reference “457(d)(1)(A)(i) through (iii)” may be substituted for the Code reference in brackets depending upon the type of qualified plan involved.
3	Face page	<p>The bracketed wording may be deleted if this is the first certificate issued for the Annuitant.</p> <p>The bracketed wording may be replaced with “This certificate replaces Certificate No. [99999-004] issued for you on [August 1, 2010].”The bracketed number and date are annuitant specific.</p>
4	Face page	Certificate has been completed in John Doe fashion. All bracketed italicized material is contract or annuitant specific.
4a	Face page	“Plan Participant” and date and gender for such Plan Participant may be deleted. (It is typically deleted unless the certificate is to be issued for the spouse beneficiary of a deceased participant.)
5	Face page	“Date of Birth” may be replaced with “Year of Birth.”
6	Face page	“Gender” is helpful information for identification, but does not always have to appear on the certificate form.
7	Face page	The name of the purchased form is inserted in the bracket. It will be described in the text of the certificate. See Section B.3
8	Face page	The “Guaranteed Return” block may be deleted. (It is typically deleted unless the certificate is issued for the spouse beneficiary of a deceased participant.) It may be deleted in the certificate issued for such spouse beneficiary if there is no Guaranteed Return; e.g. the purchased form is Life only.
9	Face page	The signatures will be those of the appropriate officers of the issuer at the time the certificate is issued. Those shown are those in effect at this time, but over time may change.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
10	2	<p>The wording in brackets may be deleted or replaced with “that you elected to provide future income”.</p> <p>(Typically, the replaced wording is used in a certificate issued for a spouse beneficiary and is deleted in its entirety in a certificate issued for an alternate payee under a Domestic Relations Order.)</p>
11	2	<p>The precise age used to define the start date is contract specific. This also can be Annuitant specific. If the Annuitant is already beyond the Assumed Income Start Date, the second and third sentences of the definition may be revised as follows:</p> <p style="padding-left: 40px;">“The Assumed Income Start Date is the first day of the month coinciding with or next following the date you attained age [65]. The amount of monthly income you receive beginning on your Income Start Date will be actuarially adjusted.”</p> <p>If “Year of Birth” has replaced “Date of Birth” (Variable 5), the Assumed Income Start Date will be defined as the first day of a specified month in the calendar year in which the Annuitant attains a specified age; e.g., “January 1 of the calendar year in which you attain age 65.”</p>
12	2	<p>The name of the purchased form (the Assumed Form of Annuity) is inserted in the bracket. It is described in the text of the certificate. See Section B.3.</p>
13	2	<p>The wording in brackets may be revised to read as follows:</p> <p style="padding-left: 40px;">“to the remaining Guaranteed Return”</p> <p>(It is typically revised if the certificate is issued for the spouse beneficiary of a deceased participant.)</p>
14	2	<p>The wording in brackets may be deleted. (It is typically deleted if the certificate is not issued for an employee participant.)</p>
15	2	<p>The definition within the double brackets may be deleted. (It is typically deleted if the certificate is to be issued for the spouse beneficiary of a deceased participant.)</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
16	2	<p>The bracketed wording may be replaced with the following:</p> <p style="padding-left: 40px;">“for the Plan Participant’s Income Shares that have been transferred to you under the terms of a Domestic Relations Order”</p> <p>(It is typically replaced if the certificate is issued for an alternate payee under a Domestic Relations Order and further, if the alternate payee purchased Income Shares in his or her own right under the Plan; i.e., before the distribution of Income Shares to the employee participant, the word “plus any additional Income Shares you purchased before the distribution of this certificate” is added at the end of the replaced wording.)</p>
17	2	<p>The bracketed wording may be replaced with the following:</p> <p style="padding-left: 40px;">“It is the date the Plan Participant’s Income Shares were converted to Income Shares based on your life.”</p> <p>(Typically the above replaced wording is used if the certificate is issued for an alternate payee or surviving spouse. It would not, however, be deleted in the situation when an alternate payee purchased Income Shares under the Plan; i.e., as may be the case if the Domestic Relations Offer dividing assets is before the distribution of the Income Shares to the employee participant.)</p> <p>When a certificate is effective prior to the date, as determined by the Plan, that the Plan may make a distribution to the participant, the bracketed wording may be deleted.</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
18	2	<p>The definition may be modified or deleted for a Plan that is not subject to ERISA. If a non-ERISA Plan recognizes Domestic Relations Orders, this definition may be revised to reflect actual Plan practices.</p> <p>For a certificate issued for an alternate payee, the definition may be revised to read as follows:</p> <p style="padding-left: 40px;">“The domestic relations order, or similar agreement, satisfying the requirements of Internal Revenue Code §414(p) (1), (2) and (3) that applied to Income Shares held by the Plan Participant, as if the amounts were held directly by the Plan, resulting in the transfer of Income Shares to you.”</p>
19	2	<p>The 90 days may be replaced with a time period that is not less than 90 days and not more than 180 days, as we and the Holder agree.</p> <p>The reference to “Sections B.3 and B.7” may be revised to “Section B.3.” (Typically this change is appropriate if the certificate is issued for a spouse beneficiary or alternate payee.)</p>
20	2	<p>Definition with the double brackets is deleted if there is no form of income payment with a Guaranteed Return.</p>
21	2	<p>The wording in brackets may be revised to the following:</p> <p style="padding-left: 40px;">“The dollar amount in the “Guaranteed Return” block on the first page of this certificate. (It is amount that, before the Certificate Effective Date, you could have elected to receive as a lump sum death benefit payment in lieu of future income payments under this certificate.)”</p> <p>(Typically this change is appropriate if the certificate is issued for a spouse beneficiary.)</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
22	2	<p>The bracketed wording may be deleted.</p> <p>(Typically this deletion is appropriate if the certificate is issued to a spouse beneficiary.)</p> <p>If the certificate is issued for an alternate payee, the following words are added at the end of the variable:</p> <p style="text-align: center;">“after the transfer of Income Shares to you”</p> <p>Further, if the alternate payee purchased Income Shares in his or her own right under the Plan; i.e., before the distribution of the Income Shares to the employee participant, the words “directly or” are inserted at the beginning of the above additional wording.</p>
23	2	As may be agreed with the Holder, a different dollar figure may be used. The dollar figure will not be less than \$1.00 or more than \$100.
24	2	<p>The bracketed wording may be deleted.</p> <p>(Typically this deletion is appropriate if the certificate is issued for a spouse beneficiary or alternate payee.)</p>
25	2	<p>The wording in brackets may be revised to read as follows:</p> <p style="text-align: center;">“the Plan Participant purchased through the Plan.”</p> <p>(Typically the above revised wording is used if the certificate is issued to a spouse beneficiary or alternate payee.)</p>
25a	2	<p>The bracketed wording is used only if the certificate is issued for an alternate payee and deleted in all other situations. Further, if the alternate payee purchased Income Shares under the Plan; i.e., before the distribution of the Income Shares to the employee participant, the following wording is added to the revised wording:</p> <p style="text-align: center;">“plus the Income Shares you purchased directly on your life through the Plan;”</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
26	3	<p>The definition is deleted if the certificate is issued for an employee participant.</p> <p>The definition as written is appropriate if the certificate is issued for a spouse beneficiary.</p> <p>If the certificate is issued for an alternate payee, the second sentence of the definition is revised to read:</p> <p style="padding-left: 40px;">“This is the individual from whom Income Shares were transferred to you as an alternate payee under the terms of the Domestic Relations Order.”</p>
27	3	<p>Definition is deleted if not used in text. (Typically the definition is used only if the certificate is issued for an employee participant. As shown, the wording is generally appropriate for a Plan that is subject to ERISA. It may be revised to include Plan specific details.) For example, if the Plan provides for a one year (or other period less than one year) marriage requirement, the first proviso item may be revised to read:</p> <p style="padding-left: 40px;">“Your current spouse to whom you have been continuously married for at least twelve months at the time of your Election Period or at your death, as applicable.”</p> <p>If the above wording is used, the “twelve months” may be replaced with a period that is not less than thirty days and not more than twelve months.</p> <p>The second proviso item will be deleted if Holder of contract has indicated that domestic relations orders should not be recognized. (See variable 18).</p>
27a	4	<p>If the certificate is effective prior to the date, as determined by the Plan, that the Plan may make a distribution to the participant, the following wording is substituted for the wording in brackets:</p> <p style="padding-left: 40px;">“the occurrence of a distributable event as described in the following sentence.”</p>

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Variable #	Page	Explanation of Variable
28	4	The wording within the triple brackets reflects our current standard administrative practices. The timeframe may be modified to reflect Plan requirements, other Holder requirements or Annuitant-specific circumstances.
28a	4	The wording within the double brackets may be deleted and is typically only included when the certificate is effective prior to the date, as determined by the Plan, that the Plan may make a distribution to the participant.
28b	4	Code reference “457(d)(1)(A)” may be substituted as the first Code reference and “457(d)(1)(A) (i) through (iii)” may be substituted as the second Code reference depending on the type of qualified plan involved.
29	4	The wording within the double brackets is informational and may be deleted. The words “you are not still employed by the Plan sponsor and” may be added after the word “if” at the end of the 2 nd line in a certificate for an employee participant.
30	4	<p>The wording in brackets may be revised to the following:</p> <p style="text-align: center;">“the Plan Participant would attain”</p> <p>(Typically the above replaced wording is used if the certificate is issued for a spouse beneficiary.)</p>
31	4	<p>If the Certificate Issue Date is after the Assumed Income Start Date, the question may be reworded to the following:</p> <p style="text-align: center;">“My payments did not start on my Assumed Income Start Date. How does this affect my future payments?”</p> <p>The first and second sentences of the answer would also be deleted and replaced with the following:</p> <p style="text-align: center;">“Your payments will be increased to reflect the actual Income Start Date.”</p>

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Variable #	Page	Explanation of Variable
32	4,5	All forms that we have agreed with the Holder of the Group Contract that may be available to the participant will be described in this variable. It will include the Assumed Form of Annuity. The forms usually available for an employee participant are shown. Forms that will not generally be available for the certificate holder may be deleted. The percentage continuation and fixed periods are contract specific and may vary from those shown. The percentage will not be less than 25% or more than 100%. The fixed period will not be less than 3 or more than 25.
33	5	The wording in brackets may be deleted. (Typically, this deletion is appropriate if the certificate is issued for a spouse beneficiary or alternate payee.)
34	5	The wording in brackets may be deleted. (Typically, this wording as printed is appropriate if the certificate is issued for a spouse beneficiary or alternate payee and is deleted in other situations.)

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
35	5	<p>The percentage of available increases may have a different range or may be expressed as a single percentage. The increase percentage or percentages available will not be less than 1% or more than 5%.</p> <p>The last sentence may be revised and rewritten as two sentences as follows:</p> <p>“The automatic fixed percentage increase will apply each January 1 with a proportional increase for the first year if you have been receiving Annuity income payments for less than 12 months at that point. The automatic fixed percentage increase is applied without regard to the amount (if any) of the inflation or increase in the cost of living during the prior year.</p> <p>If there is no automatic increase feature, the wording in brackets is replaced with the following:</p> <p>“No. There is no provision for electing to begin receiving a lower initial Annuity income payment in exchange for a higher payment in subsequent years. The amount of each income payment you will receive is established on your Income Start Date and does not increase in future years.”</p>
36	5	The wording in brackets may be deleted if there is no automatic increase feature. (See Variable 35.)
37	5	The name of the Assumed Form of Annuity is inserted within the brackets. The words “with no automatic increase feature” are typically used if there is an inflation protection feature that may be elected before the Income Start Date and may be deleted if the feature is not offered.

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
38	4	<p>The bracketed material may be deleted. If deleted the subsequent questions are renumbered. (Typically the bracketed material is deleted if the certificate is issued for a spouse beneficiary or alternate payee.]</p> <p>If there is no spousal consent requirement, the first two sentences may be replaced with the following:</p> <p style="padding-left: 40px;">“Yes, any form of payment may be elected.”</p> <p>If it has been agreed with the Holder that a non-Spouse Joint Annuitant may be named, the last two sentences may be deleted and replaced with:</p> <p style="padding-left: 40px;">“Generally, your Joint Annuitant is your Spouse. The election of a non-Spouse Joint Annuitant is subject to applicable regulatory requirements.”</p>
39	5	<p>The wording in brackets may be replaced with:</p> <p style="padding-left: 40px;">“No. At the time of the Plan Participant’s death, you made an irrevocable election to receive the death benefit as future income Annuity payments instead of as a one-time lump sum payment.”</p> <p>(Typically the above replaced wording is used if the certificate is issued for a spouse beneficiary.)</p> <p>If the certificate is effective prior to the date, as determined by the Plan, that the Plan may make a distribution to the participant, the first sentence may be replaced with the following sentence:</p> <p style="padding-left: 40px;">"Yes, at any time prior to the start of your income payments, you may elect to cash-out your Annuity and receive a lump sum payment in lieu of any future income payments; provided that in the event that the election is made prior to the occurrence of a distributable event described in Code section [401(k)(2)(B)(I through IV) *], the proceeds may be required to be re-allocated under the Plan to other investment options.”</p> <p>*457(d)(1)(A) (i) through (iii)” may be substituted as the Code reference depending on the type of qualified plan involved."</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
40	5,6,7	The number is one less if a previous question or paragraph has been deleted.
41	5	The wording in brackets may be deleted if there is no lump sum available. (See variable 39.)
41a	5	<p>The bracketed wording may be revised to read:</p> <p style="padding-left: 40px;">“If you die before your income payments begin, your Beneficiary will receive a lump sum death benefit. The lump sum death benefit will equal the Guaranteed Return. The lump sum will be paid as soon as practicable following your death.”</p> <p>(Typically the above replaced wording is used if the certificate is issued for a spouse beneficiary.)</p> <p>If there is a minimum value requirement for election of Annuity income payments in lieu of a lump sum death benefit, the words after the word “either” are revised to read as follows:</p> <p style="padding-left: 40px;">“ a lump sum death benefit or, if the lump sum would be \$5000 or greater, your Beneficiary can elect to receive income payments based on his or her own life.”</p> <p>If the purchased Assumed Form of Annuity does not provide for a death benefit, the bracketed wording may be revised to read:</p> <p style="padding-left: 40px;">“There are no payments made under the certificate if you die before your Annuity income payments begin.”</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
42	5	<p>If the purchased form for the beneficiary is other than the Life Annuity with Guaranteed form of payment, the name of the form will be revised in the first sentence.</p> <p>The paragraph within the double brackets may be deleted.</p> <p>(Typically, this deletion is appropriate if the certificate is issued for a spouse beneficiary.)</p> <p>For some ERISA Plans, the Holder may wish to have a minimum death benefit designed to satisfy ERISA's Pre-Retirement Spouse's Annuity requirements. Following is wording that would be added as the third paragraph if such a benefit is to function as a minimum spousal benefit:</p> <p style="padding-left: 40px;">“In lieu of the death benefit described above, your Spouse may elect to receive the surviving Joint Annuitant's portion of a 50% Joint and Survivor [with Cash Refund] Annuity. The amount your Spouse would receive assumes you had elected this Form of Annuity and begun payments immediately before your death. If your Spouse wishes to delay the receipt of payments and receive actuarially increased payments, the commencement date may be deferred to the first day of any month that is not later than the latest date your income payments could have begun.”</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
43	5	<p>The bracketed wording may be replaced with:</p> <p style="padding-left: 40px;">“Income payments normally must start immediately for your Beneficiary. We may agree to offer other income payment forms that are based on the life of your Beneficiary only.”</p> <p>(Typically, this replacement is appropriate if the certificate is issued for an alternate payee.)</p> <p>The age 70 reference reflects our current standard administrative practices. The timeframe may be modified to reflect Plan requirements, other Holder requirements or Annuitant specific circumstances.</p>
44	5,6	<p>The bracketed paragraph may be deleted.</p> <p>(Typically, this deletion is appropriate if the certificate is issued for a spouse beneficiary.)</p>
45	6	<p>The double bracketed wording may be deleted if the Assumed Form of Annuity does not provide a death benefit before Annuity income payments begin.</p>
45a	6	<p>The bracketed wording may be deleted.</p> <p>(Typically, this deletion is appropriate if the certificate is issued for a spouse beneficiary.)</p>
46	6	<p>The bracketed wording may be deleted.</p> <p>(Typically, this deletion is appropriate if the certificate is issued for an alternate payee.)</p>
47	6	<p>Wording in brackets is deleted if there is no requirement for spousal consent. Typically it is also deleted in a certificate issued for an alternate payee or spouse beneficiary.</p>

DESCRIPTION OF VARIABLE MATERIAL Hartford Life Insurance Company Form No. HL-21164 August 2010		
Variable #	Page	Explanation of Variable
48	7	Last sentence is typically deleted for non-ERISA situations, unless holder of contract has specified that Domestic Relations Orders are to be recognized. Typically it is also deleted in a certificate issued for an alternate payee.
49	7	Paragraph 3 may be deleted and subsequent paragraphs re-numbered if item could not apply to Annuity or if there is an agreement with Holder of the Group Contract that this provision should not be applied.
50	7	The words "or Beneficiary" may be deleted.
51	7	Appropriate contact information is included within the brackets.

DESCRIPTION OF VARIABLE MATERIAL

Hartford Life Insurance Company

Form No. HL-21165

August 2010

Variable #	Page	Explanation of Variable
1	1	The Application for Group Annuity Contract has been completed in John Doe fashion. All bracketed material for portions of the application noted as Variable # 1 is contract specific.
2	1	The wording in brackets will be completed by the applicant and could vary from the stated language. For example, it may use the product's marketing name or a specific contract number that we had previously communicated to the applicant. Provided that it adequately identifies the contract to be issued (e.g., by use of its assigned form number) we will accept the application as being in good order.